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CURRENT TOPICS.

THE PRESIDENT and vice-president of the Incorporated Law Society, and Mr. JOHN HOLLAMS, as the senior member of the Council, received invitations to attend the Coronation at Westminster Abbey as representing the society and the solicitors' profession.

APART FROM its lamented cause, the indefinite postponement of the Coronation comes as a calamity to a vast number of persons in London; to the speculators who have expended large sums in the erection of stands and chartering vessels for the naval review; to the insurers who, as the time of the event drew near, have accepted at comparatively low rates insurances that the King would be crowned on the 26th inst.; and to the numerous persons who have purchased seats or places on vessels at high sums. The Coronation litigation is likely to be heavy. We imagine also that counsel and solicitors and litigants will consider that they also have to suffer loss, not owing to the postponement of the Coronation, but to the action, which appears, from the observations made by the Master of the Rolls on Tuesday, to be due to the Lord Chancellor, in keeping the Royal Courts closed for three days, in order, we suppose, to celebrate the fact that there is no Coronation, and that the King is seriously ill.

WE CANNOT but think that the action of *Asch* v. *Fruen*, tried before GRANTHAM, J., on the 19th of June, was a bold experiment in the law of landlord and tenant. The defendant was the owner of flats in Victoria-street, and the plaintiff occupied rooms on the second floor as tenant to the defendant. There was an entrance door of which all the occupiers of rooms in the building had keys. This door was under the exclusive control of the landlord, and, as we understand the facts, it was for some time kept permanently closed, each tenant entering by his key or by ringing the bell. The plaintiff also paid a weekly sum to the defendant for the services of a hall porter, whose duty it was to take charge of the entrance door. Subsequently, the defendant let the entresol and hall to a solicitor, and arranged with him that the entrance door should be allowed to remain open between 10 a.m. and 6 p.m. daily.

The plaintiff found one day, on returning from the City, that thieves had broken into his rooms and stolen a number of articles, and thereupon brought his action against the defendant, suggesting that the theft was the natural and reasonable consequence of the entrance door having been left open. The case seems to have been founded alternatively upon breach of an implied warranty by the landlord to keep the entrance door closed or upon default or neglect on his part in allowing it to remain open. In either case it was essential to show that the thieves had entered the building by the door in question, and this could not be done, as it appeared that there were other means of access to the plaintiffs' rooms. The learned judge, therefore, held that there was no case to go to the jury. But even if the plaintiff had succeeded in shewing that the thieves had got in by the front door, the difficulty in the proof of a warranty or of negligence being the efficient cause of the theft would have been great. In many collections of flats the outer door is habitually kept open, and if the porter occasionally allows a thief to enter the building, this is not necessarily a proof of negligence or default on the part of the porter.

THE First Chamber of the Civil Tribunal of the Seine has just given its decision in a case in which it became necessary to consider an interesting branch of the law. It will be remembered that Colonel HENRY, who gave evidence against Captain DREYFUS in the proceedings which have become historical, was afterwards arrested and committed suicide. The *Siecle*, a newspaper friendly to DREYFUS, published an article by M. JOSEPH REINACH reflecting upon the conduct of Colonel HENRY in his lifetime. The widow of Colonel HENRY and his son, a minor, then took proceedings against M. REINACH and also against M. CHAMBRE, the manager of the *Siecle*, claiming substantial damages. It was admitted that the defendants had acted in good faith and without any malice or ill-will with regard to the family of Colonel HENRY, and that they had no other motive in publishing the article than that of vindicating the rights of DREYFUS. The court held that in these circumstances there was no ground for criminal proceedings, but that the widow and children of a deceased person would necessarily be prejudiced by defamatory words reflecting upon his character, and that they were entitled to recover damages, which the court assessed at 500 francs in the case of the widow, and the same amount in the case of her son. The law of England does not seem to regard an action in such circumstances with much favour. In *Rex* v. *Topham* (4 T. R. 126) Lord KENYON laid down the law as follows: "To say in general that the conduct of a dead person can at no time be canvassed, to hold that even after ages are passed the conduct of bad men cannot be contrasted with the good, would be to exclude the most useful part of history. And, therefore, it must be allowed that such publications may be made fairly and honestly. But let this be done whenever it may, whether soon or late after the death of the party, if it be done with a malevolent purpose to vilify the memory of the deceased and to injure his posterity . . . then it is done with a design to break the peace, and then it is illegal." The later cases of *Reg.* v. *Labouchere* (12 Q. B. D. 320) and *Reg.* v. *Ensor* (3 Times L. R. 366) tend to limit the right to take criminal proceedings in such a case, while in a case which came before the courts in India (3 Bombay L. R. 580) it was said that no English authority could be found in which the family of a deceased person had recovered damages for a libel reflecting upon his memory.

THE ELECTORAL Disabilities (Military Service Removal) Act, 1900, enacts that "a person shall not be disqualified for being registered either as a Parliamentary or as a local government elector" in cases where a residential qualification is required "by reason only that during the whole or any part of the qualifying period he has been absent on actual military service on behalf of the Crown," but adds that the Act "shall apply only to absence during the continuance of the war in South Africa." What is the exact effect of this enactment? The Parliamentary and Municipal Registration Act, 1878, s. 7, as read with the Representation of the People Acts, 1867 and 1884, fix the qualifying period as twelve months' continuous occupation up to the 15th of July. If the war were still continuing, any soldier, reservist, militiaman, volunteer, or yeoman absent anywhere on military service (for the Act applies to all these persons, even to those absent as volunteers, though not members of any volunteer force strictly so-called, and does not apply only to absence in South Africa) would be entitled, if on the register, to remain upon it, just as if their inhabitant occupation had been unbroken, if only they had been rated and paid rates as required by section 3 of the Representation of the People Act, 1867. The Act of 1900, however, is expressly temporary, and came to an end (as regards absence) with the end of the war by the conclusion of peace early in the present month. Many difficult questions of fact may have to be dealt with on the approaching revisions, but we imagine that the leading principle of law is that with the conclusion of peace the power to form an *animus revertendi* sprung up. If the potential military voter can be shewn to have signed for any further period of service in South Africa or elsewhere, this will be proof that the *animus* has not been formed, and registration cannot take place. If, on the other hand, the delay in carrying the *animus* into effect is merely caused by necessary delay in transport home, and the potential voter has an electoral home to go to, the claim to be registered would seem to be good. But it is not unlikely that further legislation may be necessary.

THE JUDGMENT of the Divisional Court (Lord ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) last week in *Budd-Scott* v. *Daniel* (*Times*, 20th inst.) removes a doubt as to implied covenants in leases which was raised by the judgment of the Court of Appeal in *Baynes* v. *Lloyd* (44 W. R. 328; 1895, 2 Q. B. 610). It is well settled that there may be implied in a lease two covenants on the part of the lessor—namely, a covenant for title and a covenant for quiet enjoyment, though upon what words these covenants will be implied has been a matter of discussion. As regards the covenant for title—*i.e.*, that the lessor has power to grant the lease which he purports to grant—it has usually been accepted that this will be implied only from the technical word "demise." Formerly "grant" had the same effect, but since the Real Property Act, 1845 (8 & 9 Vict. c. 106), it has ceased, under section 4, to imply any covenant in law. But to the covenant for quiet enjoyment a more liberal construction has been given, and it has been allowed to be implied from any words whereby the relation of landlord and tenant is created: *Bandy* v. *Cartwright* (8 Ex. 913), *Hall* v. *City of London Brewery Co.* (2 B. & S. 737). The implied covenant is wider in its scope that the ordinary express covenant, and it extends, not only to the acts of the lessor and those claiming under him, but also to the acts of persons claiming by title paramount. On the other hand, it is restricted to the duration of the estate of the lessor, and should this come to an end before the expiration of the term which he has purported to create, the covenant is gone also: *Adams* v. *Gibney* (6 Bing. 656). Indeed, were it otherwise, the covenant for quiet enjoyment would hardly in practice be distinguishable from a covenant for title. It was in accordance with this last principle that *Baynes* v. *Lloyd* was decided. In that case the words of leasing were "agree to let," and there was no express covenant for quiet enjoyment. It was held that, assuming a covenant for quiet enjoyment could be implied, yet it had come to an end with the estate of the lessor.

BUT THE judgment of the Court of Appeal in *Baynes* v. *Lloyd* (*supra*), though its direct effect was limited to affirming the rule that the implied covenant for quiet enjoyment comes to an end with the estate of the lessor, threw doubt upon the more liberal construction which had been accorded to this covenant as compared with the covenant for title, and suggested that a covenant for quiet enjoyment could only be implied from technical words of leasing. "The weight of authority," said KAY, L.J., in delivering the judgment of the court, "is in favour of the view that a covenant in law is not implied from the mere relation of landlord and tenant, but only from certain words used in creating the lease." It would be beyond the scope of the present note to examine into the accuracy of this assertion, but,

as pointed out by the Divisional Court in the present case of *Budd-Scott* v. *Daniel*, it does not pay sufficient regard to the direct decision in *Bandy* v. *Cartwright*, followed in *Hall* v. *City of London Brewery Co.*, that on a demise by parol a covenant for quiet enjoyment, though not a covenant for title, is implied from the relation of the parties. In *Budd-Scott* v. *Daniel* the question arose whether a covenant for quiet enjoyment could be implied upon a tenancy arising under the words "agree to let," and the Divisional Court, notwithstanding *Baynes* v. *Lloyd*, held that it could. The Lord Chief Justice, treating the matter apart from authority, considered that the contract of tenancy, which imports that the landlord shall give the tenant possession for a given time, ought to import the condition that the landlord and anyone claiming under him would not dispossess the tenant, and on the cases previous to *Baynes* v. *Lloyd* he held that the weight of authority was in favour of this view. It appears then that, from the mere relation of landlord and tenant, a covenant for quiet enjoyment to the extent indicated by Lord ALVERSTONE arises; but it should be noticed that his exposition does not go the length of extending the implied covenant to disturbances effected by a person claiming by title paramount.

AN INTERESTING point arose during the progress of a case before KEKEWICH, J., recently. A guardian *ad litem* claimed the right of appearing in person on behalf of the infant. The point was not decided, as he was persuaded to brief counsel, but the learned judge expressed his opinion that a next friend or guardian *ad litem* was not entitled to appear in person on behalf of an infant. The point is open to a good deal of argument, and appears never to have been definitely decided in a reported case. In *Re Hurst* (36 SOLICITORS' JOURNAL, 41) a next friend in a complicated administration action desired to argue in person, but he was referred to the official solicitor, who was to look into the matter. In that case also counsel was eventually briefed. The question appears to turn on the point whether a next friend or guardian *ad litem* is or is not a party to the proceedings. Such persons would come within the definition of "party" in the Judicature Act, which includes every person served with notice of or attending any proceeding, but in *Ingram* v. *Little* (11 Q. B. D. 251) it was held that such a contention could not be upheld for purposes of discovery, owing to the repugnancy of the provisions of R. S. C. ord. 18 (1875) and ord. 31, r. 1. The provisions of the order as to discovery were accordingly made to apply specifically to next friends and guardians *ad litem* by ord. 31, r. 29 (1893). It would appear from ord. 16, rr. 18 and 19, that a guardian *ad litem* cannot enter an appearance without the intervention of a solicitor. It would seem clear that where the guardian *ad litem* is also interested in the case on his own behalf it would be quite improper for him to personally advocate both the claims of his infant and himself. But where a stranger is imported to fill this position the case is more doubtful. If he and the infant can be regarded as coalescing, so to speak, into one person, and thereby being a party to the action, there would be much to be said, in some cases, in favour of allowing the guardian *ad litem* the right of audience. But on the whole the wisdom of the learned judge's opinion is apparent, as well in its relation to common sense as to the best interests of justice.

A DECISION of some importance with respect to the effect of the Mortmain and Charitable Uses Act, 1891, has been given by the Court of Appeal in *Re Sidebottom* (*Times*, 21st inst.). That Act, as is well known, put an end to the unsatisfactory state of the law under which "impure personalty" could not be left by will for charitable purposes, and it enacted in section 3 that "land" in the Mortmain and Charitable Uses Act, 1888, should include hereditaments of any tenure, but not "money secured on land or other personal estate arising from or connected with land." In addition to this, it was enacted by section 5 that "land" might be assured by will to or for the benefit of any charitable use, subject to the requirement that it should be sold within one year of the testator's death—a time which may be extended by the court—and, in default, it vests under section 6 in the official trustee of charity lands, and the Charity Commissioners are to see that a sale is effected and the proceeds may be paid to the official trustee in trust for the charity. Section 8 empowers the court to sanction the retention of the land if required for the occupation of the charity. In *Re Sidebottom* the question for decision related to the application of these various provisions to the case of a devise of real estate on trust for sale, with a direction that the proceeds shall be handed over to a charity. BUCKLEY, J., took the view that this was an assurance by will of land for the benefit of the charity within the meaning of section 5, so that it was subject to sale within the year, or, in default, must be sold at the instance of the Charity Commissioners under section 5, and this construction can certainly not be said to do violence to the language of section 5. As ROMER, L.J., in delivering the judgment of the Court of Appeal, admitted, "land," as defined by section 3, is assured by will, and under the will the charity derives a benefit. The Court of Appeal, however, have construed the section strictly, and have held that, since the charity takes no interest in the land directly, but only in the personal estate constituted by the proceeds of sale, section 5 does not apply, and the trustees of the will are not subject to the specific requirements as to sale contained in sections 5 and 6; nor, on the other hand, is there jurisdiction in the court to sanction a retention of the land under section 8. The case falls within the general rule applicable to trusts for sale, and the trustees, while they are bound to carry out the sale within a reasonable time, are not limited to the statutory period of one year. At the same time ROMER, L.J., intimated that a devise in trust for sale was not to be treated as a mode of evading the Mortmain Act, and that, in the event of any undue delay in proceeding with the sale, it would be open to the Attorney-General to take action. The decision, it may be noticed, is in accordance with the view taken by KEKEWICH, J., two years ago in *Re Wilkinson*, a case which has been only recently reported (1902, 1 Ch. 841).

POOR LAW cases have not been numerous of late years, but an important decision was given by the House of Lords on the 15th of May in the case of *The Parish Council of Rutherglen* v. *The Parish Council of Glasgow*, an appeal from the Court of Session in Scotland. The pauper, a married woman whose husband was still living, became chargeable to Rutherglen, and it was contended that Glasgow was the place of her last legal settlement. Both husband and wife were born in Glasgow and each had a birth settlement there, but on their marriage the wife's settlement merged in that of her husband. The husband had for some years deserted his wife and contributed nothing to her support. The wife made her way to Rutherglen, and the question was whether she had lost her husband's settlement by three years' continuous residence in Rutherglen without parochial relief. The question, if raised in England, would have admitted of little doubt, but the majority of the judges of the Court of Session held that "it was settled now in law that the desertion by a husband of his wife is the death of the husband, and that the desertion by the husband puts the wife in the position of earning a residential settlement for herself, because it enables her, or compels her, to earn her own living, and to earn her own living as if she were an unmarried woman or a widow." This proposition was based upon a series of cases which are carefully examined by Lord ROBERTSON in the opinion which he delivered in the House of Lords, the conclusion being that the rule that "desertion is death" rests upon no reasonable or intelligible ground. Their lordships held, therefore, that the wife's derivative settlement continued unchanged, and that the decision of the Court of Session must be reversed. Lord DAVEY took occasion to observe that the adoption of the proposition that desertion by the husband was equivalent to his death, as a formula to solve all questions as to a deserted wife's settlement, was an illustration of the danger of elevating an epigram into a principle of law.

THE QUESTION raised in *Sutton* v. *English and Colonial Produce Co.* (*Limited*) (*Times*, 6th inst.), as to the meaning of the common requirement that a director shall hold his qualification shares "in his own right" has been the subject of a good deal of discussion. *Primâ facie* they import that he must hold the

shares beneficially, but this construction overlooks the fact that in general it is not permissible to go behind the share register and inquire whether shares are held by the registered holder beneficially or in trust. Guided by this consideration, JESSEL, M.R., held in *Pulbrook* v. *Richmond Consolidated Mining Co.* (27 W. R. 377, 9 Ch. D. 610) that a director might hold shares in his own right within the meaning of a qualification clause although he was trustee, and that the clause only excluded persons who held in a representative capacity—as, for instance, executors. In *Bainbridge* v. *Smith* (37 W. R. 594, 41 Ch. D. 461) COTTON, L.J., dissented from this view, and held that for the purpose of inquiring into the competency of a director it was proper to go behind the register, and ascertain the beneficial interest in the shares standing in his name. But in that case it was not necessary to determine the question, and, having regard to the time during which the earlier case had passed unchallenged, it seems to be clear that the decision of JESSEL, M.R., is to be accepted as correct: see per Lord HERSCHELL in *Cooper* v. *Griffin* (40 W. R. 420; 1892, 1 Q. B. 740). In the present case of *Sutton* v. *English, &c., Produce Co*, however, it has been held by BUCKLEY, J., that for a director to hold in his own right, though he need not hold beneficially, yet he must, so far as the company is concerned, be able to dispose of the shares, in other words, the company must be able safely to deal with him as owner. Hence where a director had become bankrupt, and the trustee in bankruptcy had given notice that he claimed the shares, but had postponed his decision as to whether he would be registered, the director had ceased to hold "in his own right" and, consequently, had lost his qualification.

RECENT CASES have shewn a decided tendency to free transactions of mortgage from the fetters formerly imposed upon them, and in particular, since *Biggs* v. *Hoddinott* (47 W. R. 84; 1898, 2 Ch. 307), a mortgagee has not been prevented from stipulating for a collateral advantage in addition to payment of interest. There has been, however, no infringement of the doctrine embodied in the maxim "Once a mortgage, always a mortgage," and the mortgagee is not at liberty to stipulate for any advantage which will operate as a clog on the right of redemption. Thus, though after the mortgage is complete he can agree to buy the equity of redemption, he cannot reserve to himself such an option in the mortgage itself. In *Lisle* v. *Reeve* (49 W. R. 188) BUCKLEY, J., drew a somewhat subtle distinction between the periods antecedent and subsequent to the date when the legal right to redeem arises, and since before this date there is in strictness no equity to redeem, he held that to such period the doctrine of a clog upon the equity did not apply. But though in the Court of Appeal (50 W. R. 231) the case was decided on a different ground, this distinction was regarded as untenable, and it seems to be correct to say that a mortgagee cannot, in the mortgage, stipulate for an option of purchase exerciseable either before or after the time when the mortgage money is payable, and the right to redeem arises. The case of *Jarrah Timber, &c., Corporation* v. *Samuel* (*Times*, 20th inst.) presents a simple application of this principle. The defendant had made an advance of £5,000 to the plaintiff company upon the security of £30,000 of its first mortgage debenture stock upon the terms (*inter alia*) that he was to have the option to purchase the whole or any part of the stock at 40 per cent. at any time within twelve months. The advance was to be repayable at thirty days' notice on either side. It is obvious that the exercise of this right on the part of the defendant would have effectually prevented any redemption by the plaintiffs, and hence, as KEKEWICH, J., decided, it was an unlawful clog upon the equity of redemption.

The benchers of the Inner Temple gave a grand Coronation ball on the 20th inst. in their hall, when about 700 guests were entertained.

In the House of Commons a few days ago Mr. H. D. Greene asked whether his Majesty's Government would consider the expediency of introducing legislation to provide for the expenses of prosecutions of offences against ecclesiastical law in the same manner as the cost of prosecutions for other offences is provided for. Mr. Balfour answered that very difficult and delicate questions were raised by the proposal, and he was not in a position at the present moment to promise legislation.

SALE OF BUILDING ESTATES.

I.

WHERE land is offered for sale in lots for building it usually happens that the vendor imposes a condition that every purchaser shall enter into covenants as to the user of the land—such, for example, that no house shall be used for any purpose other than that of a private dwelling-house, and that each purchaser shall erect and for ever maintain proper fences round his lot. The questions that arise as to the law relating to these covenants and as to their construction are sometimes of considerable difficulty.

The difficulties as to the law arise from two common sources of confusion:—

First.—It is sometimes forgotten that the phrase "running with the land" is ambiguous; it may mean one of two things—(*a*) does the benefit of the covenant pass to the assign of the covenantee, and (*b*) does the burden of the covenant fall on the assign of the covenantor. These meanings must be carefully distinguished; we shall speak of the benefit or the burden of the covenant, as the case may be, running with the land.

Secondly.—The law relating to the benefit or burden of the covenants in a lease is different from the law relating to such covenants where the relation between the covenantor and covenantee is not that of tenant for years and reversioner.

It is a rule of law that:

The burden of a covenant cannot, except in cases arising between landlord and tenant, run with the land at law: *Austerberry* v. *Oldham* (29 Ch. D. 300). But, on the other hand, where the covenant is restrictive—*i.e.*, not to do something on the land, the assign of the landowner who enters into the covenant taking the land with notice of the covenant, will be restrained in equity from breaking it. An assign who neglects, whether by virtue of a contract or not, to make the usual examination of the title which, if made, would have given him notice of the covenant, is deemed to have notice of it. The cases are collected in 1 K. & E. 300.

It should also be noticed that the representatives of the original covenantor, whether the covenant is restrictive in nature or not, are always liable in damages for a breach of covenant at whatever distance of time the breach takes place (see *Walsh* v. *Secretary of State for India*, 10 H. L. C. 367); or, in other words, the time within which an action must be brought for a breach of covenant runs from the time of the breach, not from the date of the covenant.

It will be observed that in practice the remedy of the covenantor against the owner for the time being of the land in respect of covenants of a restrictive nature entered into on the sale of the land for building is mainly by injunction, and if reasonable care is taken to ensure that every person claiming under the covenantor should have notice of the covenant, no difficulties are likely to occur.

On the other hand, where the covenant is not restrictive, the remedy of the covenantee is only in damages, and only against the covenantor and his representative, not against his assigns. In other words, where a breach of a covenant of this nature, entered into by a landowner in respect of the land, occurs after he has parted with the land, the new landowner is not liable to an action for the breach. It follows that in cases where the building estate is offered for sale in small lots, so that it is probable that the purchasers will be speculative builders of small means, who purchase with intention of reselling as soon as they have built houses on their plots, the remedy of the vendor by an action for damages is not of very great value, for his remedy is against the purchaser only, not against the land or the owner thereof for the time being. Various plans have been suggested for the purpose of avoiding this inconvenience. The most usual plan is to give to the covenantee a power, which ought to be restricted as to perpetuities, to re-enter on breach of covenant, and specifically to perform the covenant, with a provision that the costs incurred in so doing should be charged on the property: see the forms 2 Dav. Prec., pp. 477, 511, 1 K. & E. 441, 937, and the form at p. 937, where the power to enter is implied. It must be, however, remembered that it is impossible to make use of a

power of entry without action unless the person in possession of the land gives permission to enter.

As a general rule, the benefit of covenants entered into with a landowner passes to the successive owners of the land who have the same estate that the original covenantee had at the date of the covenant.

The reader will now be able to understand the first difficulty that occurs in drafting stipulations as to building estates—viz., who is to have the right of enforcing the stipulations? Is the purchaser of one lot to have this right against the purchaser of another lot, or is the right to be exercised only by the owner of the unsold lots? Either provision is lawful; all that is necesary is to express clearly what is intended.

Perhaps the most convenient plan is to allow each purchaser to enforce the negative stipulations, but to allow only the owner of the unsold lots to enforce the positive stipulations. As it will be observed that if the owner of any lot obtains an injunction for breach of a negative stipulation, it will not be necessary or even proper for any other purchaser to bring any action on the covenant so long as the injunction is complied with. On the other hand, in the absence of a provision to the contrary, every purchaser may bring an action for breach of a positive stipulation, a course which might be inconvenient.

This course should be adopted in all cases where it is intended that the vendor should retain the general management of the estate in his hands till all the lots are sold. For it may happen that each purchaser enters into covenants as to making roads, &c., and it may be convenient, owing to some of the lots not being sold, to give him time for the performance of his covenant. Other cases occur in practice where it is for the general convenience of all the purchasers that the power of enforcing covenants of this nature should be in one person only.

In the forms given in the new edition of K. & Elph. for the sale of building estates in small lots the scheme adopted is the following: The purchasers are not to be liable in damages for breach of their covenants to perform and observe the stipulations after they have parted with the land; the result being that, although every purchaser, and the assign of every purchaser taking with notice of the covenants, can be restrained by injunction from breaking them, it will not be possible to bring an action for breach of a positive covenant against a purchaser after he has parted with the land. But in order to enforce the performance of the positive covenants, a power of re-entry on breach of covenant is inserted. As it is intended that the vendor, but not purchasers, of the lots is to be able to exercise this power, it requires some consideration as to persons to whom the power is to be reserved. Although, as above pointed out, it is not intended that the purchaser of a lot is to be able to enforce the performance of a positive covenant, it must be remembered that the vendor may convey all the unsold lots in a body, in which case it will be intended that the purchaser is to be able to exercise the power; it is also intended that persons claiming under the testator's will or on the appointment of new trustees of his will should be able to exercise it, but that, on the other hand, persons to whom a site may be conveyed without consideration as the site for a church or school should not be able to exercise it. In order to meet and satisfy these conditions the power may be reserved (see 1 K. & E. 938) to "the vendor, his heirs and assigns, owner or owners for the time being of the estate or any part thereof." If the form stopped here the purchaser of every lot would be able to exercise the power, therefore it continues as follows: "Except assigns deriving title under an instrument by which it shall be provided that they shall not exercise the powers by these stipulations reserved by or conferred on the vendor, and except assigns deriving title under a conveyance on sale in which the right to exercise these powers shall not be expressly assigned." In every conveyance to the purchaser of a lot it will be declared that the purchaser is not to exercise the power. In the conveyance of the unsold lots as an entirety no such declaration will be contained, and therefore the purchaser under such conveyance will be able to exercise the power.

(*To be continued.*)

It is stated that Jelf and Swinfen Eady, JJ., will be the two Long Vacation Judges.

REVIEWS.

PENAL SCIENCE.

RECENT OBJECT-LESSONS IN PENAL SCIENCE. WITH A BIBLIOGRAPHICAL INTRODUCTION. By A. R. WHITEWAY, Barrister-at-Law. Swan, Sonnenschein, & Co.

The study of criminology has never been very popular in this country, nor has England added a great deal to this branch of science. This little book will be found a good introduction to the subject, and a guide to the studies of those who wish to go deeper into it. From internal evidence it appears that the author, although possessing an ample knowledge of criminal law, and familiar at one time with our criminal courts, has not been a frequenter of those courts in recent years. He seems to think that nowadays judges habitually sentence prisoners without any knowledge of their past history; but the contrary is much nearer the truth, as must be well known to anyone who has lately heard the careful inquiries made by most judges as to a convicted person's career before pronouncing judgment. Nevertheless, the book will be read with much interest and profit by all whose business brings them in contact with the criminal classes. The author has evidently carefully studied his subject and is well-acquainted with the works of foreign writers thereon. His chief text is that it is wrong in dealing with criminals to employ merely penal methods to the exclusion of remedial; that crime is a disease, and the criminal should be treated in a hospital, not a prison. The reformatory at Elmira in the United States, a "moral hospital for immoral cases," is the author's ideal of a prison; and few will deny that in the case of the young criminal such a system may be the means of converting many a bad case into a good citizen. The confirmed criminal is, however, a different matter, and the theorists, while admitting his existence, give us very little practical guidance as to his treatment. The author reluctantly admits that in his case probably perpetual internment is the only course to adopt. In fact, when cure is impossible, the only thing left is to protect society from the pest. While there is much in this book which will strike the average reader as visionary and impracticable, still we may learn many lessons from it, and few will read it without coming to the conclusion that *some* changes in our present system might be made with advantage.

FACTORIES AND WORKSHOPS.

THE LAW OF FACTORIES AND WORKSHIPS AS CODIFIED AND AMENDED BY THE FACTORY AND WORKSHOPS ACT, 1901. By ALFRED HENRY RUEGG, K.C., and LEONARD MOSSOP, B.C.L. Stevens & Sons (Limited).

THE FACTORY ACTS. By the late ALEXANDER REDGRAVE, C.B. NINTH EDITION. By H. S. SCRIVENER, M.A., and C. F. LLOYD, Barristers-at-Law. WITH STATUTORY ORDERS, SPECIAL RULES, AND FORMS REVISED by W. PEACOCK, of the Home Office. Shaw & Sons; Butterworth & Co.

These books deal with precisely the same subject. Both are useful works, although the treatment of the subject is different in each. Messrs. Ruegg and Mossop's is the more ambitious work, the text of the code of 1901 is set out, and the authors give, in the form of notes to sections or groups of sections, summaries (amounting almost to treatises) of the provisions affecting the different classes of trades and the different classes of persons employed therein. These summaries must have involved an immense amount of labour, and they are carefully done The appendices contain the statutory orders and regulations, and also numerous provisions of other Acts bearing on the subject.

The new edition of Mr. Redgrave's well-known book forms a useful collection of the statutes and orders, the prominent place being, of course, given to the Act of 1901. The notes are short and concise, and the tabular analysis of the regulations of the Act relating to different classes of works gives a bird's-eye view of the whole subject. Both books are well indexed.

THE FACTORY AND WORKSHOP ACT, 1901: ITS GENERAL EFFECT AND PARLIAMENTARY HISTORY, WITH NOTES AND OTHER INFORMATION. By C. WILLOUGHBY WILLIAMS, Barrister-at-Law, and CHARLES E. MUSGRAVE, Assistant Secretary to the London Chamber of Commerce. Effingham Wilson; Alan Stuart.

This little book is rather an interesting contribution to the history of factory legislation than a text-book upon the new Act: it will appeal, and is designed to appeal, to the student of social and industrial questions rather than to lawyers. It states in clear and concise terms the general effect of the Act and the points as to which it has altered or extended the law previously in force, and it contains the full text. The chapter dealing with the Parliamentary history of the measure has some interest from a political point of view.

PUBLIC HEALTH AND LOCAL GOVERNMENT.

THE HEALTH OFFICER'S POCKET-BOOK: A GUIDE TO SANITARY PRACTICE AND LAW FOR MEDICAL OFFICERS OF HEALTH, SANITARY INSPECTORS, &c. By EDWARD F. WILLOUGHBY, M.D., D.P.H. SECOND EDITION. Crosby Lockwood & Son.

This portable volume will be of undoubted service to the officers for whose use it is intended; the bulk of it is occupied with medical and scientific information which do not often come within a lawyer's purview. One interesting feature is the very painstaking collation of the corresponding sections of the provincial and the metropolitan codes of sanitary law—the Public Health Act, 1875, and the Public Health (London) Act, 1891. Several of the differences between the two are strikingly brought out. The get-up of the book is admirable.

A CONCISE HANDBOOK OF PROVINCIAL LOCAL GOVERNMENT LAW FOR THE USE OF RATEPAYERS, COUNCILLORS, AND OFFICIALS. By C. J. F. ATKINSON, LL.B., Solicitor. Leeds: J. & D. Robinson; London: Effingham Wilson.

This is a useful little book for the purposes for which it is intended; it must not, of course, be treated as if it were an exhaustive exposition of the complicated branch of the law with which it deals, but it will serve as an index to the subject and as a guide to the ordinary administration of the law. The several local authorities are dealt with in separate chapters, and each chapter contains a summary of the powers and duties of the authority, arranged under alphabetical headings. The idea is a good one, and the arrangement renders reference to a particular subject rapid and easy; there is also a good index. The statements of the law are accurate, so far as accuracy can be attained in a work of this character, to which brevity is essential.

WORKMEN'S COMPENSATION.

THE WORKMEN'S COMPENSATION ACTS, 1897 and 1900. By ALBERT PARSONS and ANTON BERTRAM, Barristers-at-Law. SECOND EDITION. William Clowes & Sons (Limited).

The essential point in any book upon these Acts is that it shall include all the cases decided up to the date of publication. The present work comes up to this standard as regards English cases, and so far as we can ascertain, as regards Scottish cases also; the inclusion of the latter commands our hearty approval. Beyond this, the notes are excellent, and the same may be said of the short introduction in which the diverse methods of the Court of Appeal and of the House of Lords in dealing with the construction of the Act are contrasted. The books upon these Acts are perhaps too numerous, but Messrs. Parsons and Bertram's is one of the best which we have seen.

BOOKS RECEIVED.

The Public Health Acts, Annotated, with Appendices containing the various Incorporated Statutes and Orders of the Local Government Board, &c. First Edition Public Health Act, 1875, by W. G. LUMLEY, Esq., LL.M., Q.C., Counsel to the Local Government Board, and EDMUND LUMLEY, B.A., Barrister-at-Law. Sixth Edition. In Two Volumes. By ALEXANDER MACMORRAN, M.A., one of his Majesty's Counsel, and S. G. LUSHINGTON, M.A., B.C.L., Barrister-at-Law. Shaw & Sons; Butterworth & Co.

The Law Specially Relating to Tramways and Light Railways, including the Tramways Act, 1870, the Light Railways Act, 1896, Rules and Regulations of the Board of Trade, with Notes and a full Collection of Precedents. By SEWARD BRICE, M.A., LL D (Lond.), one of his Majesty's Counsel. Second Edition. By the AUTHOR, and B. J. LEVERSON, M.A., LL.M. (Camb.), Barrister-at-Law. Stevens & Haynes.

Digest of Public Health Cases. By J. E. R. STEPHENS, Barrister-at-Law. The Sanitary Publishing Co. (Limited). Price 21s. net.

The American Law Review. May-June, 1902. Editors: SEYMOUR D. THOMPSON, St. Louis; LEONARD A. JONES, Boston. Reeves & Turner.

The *St. James's Gazette* says that a memorial tablet, the outcome of subscriptions from friends of the late Lord Coleridge, has been placed in the parish church of Alfington, in Devonshire. It is inscribed as follows: "To the glory of God, and in memory of the Right Honourable John Duke, first Baron Coleridge, Lord Chief Justice of England, P.C, F.R.S., D.C.L., &c., for seven years member of Parliament for the city of Exeter. Born the 3rd of December, 1820; died the 14th of June, 1894. A worshipper within these walls, a friend and benefactor to the church and parish of Alfington. The vicar, parishioners, and other friends, mindful of his generous kindness, desirous of honouring his name, have inaugurated a fund for the fabric of this church, and have placed this stone, June mdcccciI. He served the law; he sought the truth. He loved liberty."

CASES OF THE WEEK.

Court of Appeal.

CACKETT *v.* KESWICK. No. 2. 11th June.

COMPANY—PROSPECTUS—DIRECTOR—PROMOTER—SHAREHOLDER — CONTRACT BY DIRECTORS AND PROMOTERS—OMISSION FROM PROSPECTUS—FRAUDULENT PROSPECTUS—WAIVER CLAUSE—MEASURE OF DAMAGES—COMPANIES ACT, 1867 (30 & 31 VICT. c. 131), s. 38.

This was an appeal from a decision of Farwell, J. (reported 50 W. R. 11). The defendant, Mr. William Keswick, a member of the firm of Messrs. Matheson & Co., of 3, Lombard-street, had been, since its incorporation, chairman of the directors of the Panuco Copper Co. (Limited), and the two other defendants were engaged in the formation and promotion of the company, Mr. Carlton being the vendor to the company and also one of the directors. The company was incorporated on the 24th of May, 1899, with a capital of £500,000 divided into shares of £1, and with the object of acquiring copper mines situated at Monclova in the Republic of Mexico. In the same month a prospectus was issued to the public, as the plaintiff alleged, by the defendants, inviting subscriptions for 333,334 shares, in which Mr. Keswick and Mr. Carlton were named as directors, and the firm of Messrs. Matheson & Co. were described as commercial agents to the company. The prospectus, after setting forth the objects of the company, and extracts from reports of experts shewing the probability of successful working of the mine and the prospect of large profits, and referring to a contract of the 3rd of January, 1898, proceeded as follows: "The directors with other underwriters have guaranteed the subscription of part of the company's capital and will receive a commission from the vendor for so doing. The following contracts have been or will be entered into: An agreement dated the 8th of February, 1899, and made between the Panuco Copper Mining Co. of the one part and Samuel Watkin Carlton of the other part, under which the vendor agreed to purchase the mine and other property to be acquired by this company. An agreement also dated the 8th of February, 1899, and made between the same parties as the last-mentioned agreement extending the time fixed for the completion thereof. An agreement dated the 10th of March, 1899, and made between the said Samuel Watkin Carlton of the one part and the said Edmund Cook Wheater of the other part, providing for the division of the profits of the resale to this company. An agreement between the said Samuel Watkin Carlton of the one part and this company of the other part, providing for the resale to this company at a profit. There may also be various trade contracts and business arrangements in addition to the before-mentioned agreement of the 3rd of January, 1898. As these contracts and arrangements and the above-mentioned underwriting agreements may constitute contracts within the meaning of section 38 of the Companies Act, 1867, applicants for shares shall be deemed to waive the insertions of the dates of and names of the parties to any such contracts, arrangements, or agreements, and shall accept the foregoing as a sufficient compliance with section 38 of the Companies Act, 1867, or otherwise." By the form of application for shares accompanying the prospectus it was provided that the applicant agreed with the company, as trustee for the directors and other persons liable, to waive any further compliance with section 38 of the Companies Act, 1867, than that contained in such prospectus. The plaintiff, who is an architect residing at Newcastle-on-Tyne, on the faith of the prospectus, as he alleged, applied for 500 shares in the company on the 26th of May, and paid the full nominal value in cash. The company did not prove successful, and an order for compulsory winding up was made on the 4th of April, 1900. A dividend of 4s. a share has since been paid, but the plaintiff alleged that the assets would only be sufficient to pay a small further dividend. After the winding up proceedings had commenced the plaintiff discovered that on the 10th of March, 1899, the firm of Messrs. Saunders, Fielding, & Carlton, metal workers, in which the defendant Carlton was a partner, had written to Messrs. Matheson & Co. a letter in the following terms: "Messrs. Matheson & Co., 3, Lombard-street. March 10, 1899. Dear Sirs,—*Re* Panuco Copper Co.—We beg to confirm the following arrangement made with you to-day—namely, that in consideration of your underwriting 10,000 shares in the above company about to be formed, you are to receive 12,000 vendor shares as commission therefor. You are also to be appointed commercial agents for the company, and the registered offices are to be located at your address. It is further agreed that your Mr. Keswick will go on the prospectus as chairman of the company. Yours faithfully, Saunders, Fielding, & Carlton." It was admitted that in pursuance of the contract contained in this letter Messrs. Matheson & Co. underwrote 10,000 shares, were appointed commercial agents of the company, whose registered offices were located at their address, and that they received 12 000 shares. In view of the existence of this contract, the plaintiff contended that the statement in the prospectus as to the contracts entered into was misleading and untrue, and alleged that had he known of the said contract he would never have applied for shares. Accordingly, he claimed a declaration that the prospectus of the company must be deemed fraudulent on the part of the defendants, who knowingly issued the same without specifying the date and names of the parties to the contract contained in the letter of the 20th of March, 1899, and damages. Farwell, J., acquitted the defendants of any fraudulent intention, but held that by reason of the omission of the contract contained in the letter of the 10th of March the contract must be "deemed fraudulent" within the meaning of section 38 of the Companies Act, 1867. He accordingly allowed the plaintiff's claim. The defendant Keswick appealed

THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—I desire to state clearly—and I am agreeing with Farwell, J.'s, conclusion on this point—that there is no ground whatever for imputing to any of the defendants any fraudulent intention or fraudulent scheme in omitting to mention this contract. The question to be decided in this case is whether or not upon the facts the issue of this prospectus is an issue which section 38 compels the court to treat as one which is to be "deemed fraudulent." I do not propose to read section 38 as a section in which the words are to be literally construed; if they were to be literally construed the section would be impossible of application at all. I take, therefore, Theiger, L.J.'s, limitation of the word in *Sullivan* v. *Metcalfe* (29 W. R. 181, 5 C. P. D.), and I ask myself whether this contract is a contract which it was material for an intending investor to know before he made his investment. I have no doubt that this contract contained in the letter of the 10th of March was one which ought to have been disclosed in the prospectus, and was material for an intending investor to know. I have no doubt but that every investor who wished to become an investor in this company would think it a matter of importance that he should know, before investing, what were the terms of an agreement under which Mr. Keswick agreed to go on the prospectus as chairman of the company, and the promoters agreed that he should be entitled to that position. But when we see on the face of the letter that Mr. Keswick's firm is to receive in shares 120 per cent commission for underwriting, I think it is still more abundantly clear that this is a letter which it was material for anyone to see before he determined whether he should otherwise take shares in this company or not, for he would not otherwise know that Messrs. Matheson & Co were to receive something more than their ordinary remuneration as commercial agents. But even treating this as being their remuneration for acting as commercial agents for this company, it is very material for a would-be investor to know that Messrs. Matheson & Co., a member of whose firm was by this very agreement to become chairman of the company, were to receive this sum of £10,000 in vendors' shares. Whatever the true contract that was created by this letter may be, I feel no doubt that this letter or contract ought to have been mentioned in the prospectus. Then with regard to the waiver clause, I do not say that in every case in which an existing contract is not mentioned in the prospectus a waiver clause should be regarded as "tricky," or, to use a safer expression, "calculated to deceive"; but I do think that, having regard to the nature of the present case, and the nature of the contract that was not mentioned, the waiver clause in this prospectus is a clause which cannot be relied on as preventing a shareholder who took his shares upon the basis of this prospectus from suing for damages. I agree with the observation of Lindley, M R., in *Greenwood* v. *Leather Shod Wheel Co.* (1900 1 Ch. 421) that there is nothing in the enacted law, as it stands, to prevent a waiver clause from being enforced if it is not misleading; and that there is no power in the judges to legislate and to decide that a waiver clause cannot be agreed to so as to debar persons taking shares from suing for damages. Of course one knows of cases in which a man cannot contract himself out of the statute; but no one says that section 38 has this effect. I think that the decision of Farwell, J., was right, and that this appeal must be dismissed.

ROMER, L.J.—I agree. I cannot doubt that this contract made by Mr. Keswick's firm is one which, under section 38, ought to have been mentioned in the prospectus, and that the omission to do so requires this court to say that the prospectus must be "deemed fraudulent." But apart from section 38, I wish to say that, in common fairness, such a prospectus as this ought to mention such a contract as is in question here. An intending investor ought in fairness to be informed of the existence of such a contract, and, in my opinion, section 38 works no injustice whatever. With regard to the waiver clause, it did not give fair and sufficient notice to the intending investor of the existence of this contract, and under the circumstances of this case it is not open to Mr. Keswick to say that the waiver clause has the meaning he contends for. The appeal must be dismissed.

STIRLING, L.J., delivered judgment to the same effect.—COUNSEL, *Rufus Isaacs*, K.C., and *Muir Mackenzie*; *Upjohn*, K.C., and *Martelli*. SOLICITORS, *Stephenson, Harwood, & Co.*; *Rowcliffes, Rawle, & Co.*, for *Clayton & Gibson*, Newcastle-upon-Tyne.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

ATTORNEY-GENERAL ON THE RELATION OF THE WARWICKSHIRE COUNTY COUNCIL v. THE OXFORD CANAL NAVIGATION Kekewich, J. 4th June.

HIGHWAY—BRIDGE OVER CANAL—APPROACHES—REPAIR OF FENCES TO APPROACHES—LIABILITY TO REPAIR—OXFORD CANAL ACT, 1829 (10 GEO. 4, C. XLVIII.), S. 26.

This was an action to decide whether the county council or the canal company were the persons liable to repair the raised approaches or ascents to a certain bridge over the Oxford Canal. The facts were shortly as follows: The defendants were the proprietors of the Oxford Canal Navigation and in pursuance of the powers conferred on them by certain statutes of Geo. 3, which have since been repealed, they cut through a certain highway known as the Coventry and Stoney Stanton main road, at Foleshill, in the county of Warwick, and carried the road over the canal by means of bridge called Tasseas Canal Bridge, which consisted of a span or arch and wing walls, ramparts, fences, side banks, and inclined embankments approaching the span or arch of the bridge. It was admitted that the fences of the side banks and inclined embankments approaching the bridge were in a bad state of repair and rendered the road and bridge dangerous to the public, and the question was who was liable to repair these fences. By 10 Geo. 4, c. xlviii., which repealed the Acts of Geo. 3 above referred to, and by section 3 re-established the Oxford Canal as a company under the title of the Proprietors of the Oxford Canal, it was provided by section 24 that a good and sufficient fence should be made by the defendants on each side of any bridge carrying a carriage-road over the canal, which fence should not be less than four feet above the surface of the bridge. It was further provided by section 26 that the defendants should not be liable to repair or mend any part of the road approaching to any bridge or bridges made or to be made over the canal after such roads should have been first made and used for one year, and then put into good and sufficient repair by the defendants beyond or further than the extremity of the wing walls of any such bridge or bridges, but that nothing therein contained should be construed to exonerate the defendants from the future repairs of all such bridges and of the wing walls, ramparts, and side banks thereof. The county council contended that upon the true construction of the above sections the defendants were liable to repair and maintain at all times the fences of the side banks and inclined embankments approaching the span or arch of the bridge, and they asked for a declaration to this effect and for a mandatory injunction to compel the defendants to repair the same and to abate the nuisance. For the defendants it was argued that there was a distinction between the approach or ascent to a bridge and the bridge itself, and that the company were only liable to repair the bridge itself, and the wing walls and side walls, and that section 26 of the statute 10 Geo. 4, c. xlviii, specially exonerated the company from repairing anything else.

KEKEWICH, J., said that if the question for decision depended upon the Act 9 Geo. 3, c. 70, and particularly section 59 of that Act, it would be his duty to give judgment for the plaintiffs. That section provided for the erection by the Proprietors of the Oxford Canal Navigation of bridges over their canal, and concluded as follows: "All such bridges so to be made shall from time to time be supported, maintained, and kept in sufficient repair by the said company of proprietors, their successors and assigns." There was nothing in that Act to define what was a bridge, and he thought that common sense pointed to the conclusion that where the Legislature gave one no guide as to the meaning of a word, a bridge included not only the actual footway and the walls, but also the necessary approaches, and that was clearly the opinion of the judges in *Nottingham County Council* v. *Manchester, Sheffield, and Lincolnshire Railway Co.* (71 L. T. 430). But the Legislature had itself said that that was no longer to be the construction of that section. Doubts had arisen as to the liability of the proprietors to repair the approaches to bridges over the canal, and accordingly section 59 of the Act of Geo. 3 was repealed, and a new enactment (48 Geo. 3, c. 3, s. 10) was passed to settle those doubts. That section was repealed by 10 Geo. 4, c. xlviii, but was re-enacted by section 26 of the same Act. His lordship then read section 26, above set out, and said that that section clearly included the subject-matter of the present action, because the road in question had been made for more than a year and there was no suggestion that at the end of the year it was not put into good repair by the defendants. It was impossible in construing that section to say that a bridge included the approach to it. For if the decision in *Nottingham County Council* v *Manchester, Sheffield, and Lincolnshire Railway Co.* (*ubi supra*) were applied—namely, that a bridge included the approach to the bridge, section 26 would be absurd. The Legislature in that section distinguished between an approach to a bridge and the bridge itself. It was argued that if such were the true construction of the Act, no one was liable to repair the approach to this bridge, but he did not doubt that those upon whom was cast the duty of repairing the road were liable also to put up proper fences to the approaches to this bridge. He was not, however, concerned with that question. All that he had to decide was whether the defendants were liable to put the fences into repair, and the Act of Parliament said they were not liable. He was therefore bound to decide in favour of the defendants, and judgment was given for the defendants with costs.—COUNSEL, *Macmorran*, K.C, and *P. Bagnall Evans*; *Warrington*, K.C., and *J. H. Etherington Smith*. SOLICITORS, *Field, Roscoe, Field, Frances, Emery, & Roscoe*, for *A. S. Field*, Leamington; *T. A. Jones*, for *Stockton & Sons*, Banbury.

[Reported by C. B. CANN, Esq., Barrister-at-Law.]

Re **BANKES. REYNOLDS** *v.* **ELLIS.** Buckley, J. 12th June.

MARRIAGE SETTLEMENT—COVENANT BY WIFE TO SETTLE AFTER-ACQUIRED PROPERTY—LEGACY TO BE PAID TO HER WITHOUT POWER OF ANTICIPATION—SEPARATION BY DECREE OF FOREIGN COURT—CONFLICT OF LAWS—CONSTRUCTION OF SETTLEMENT—LAW TO BE APPLIED.

The question raised by this action was as to whether two legacies of £500 and £1,000 bequeathed to a woman were subject to a covenant to settle after-acquired property contained in her marriage settlement. The settlement, which was in the ordinary English form, was dated the 28th of March, 1878, and was executed in consideration of the then intended marriage of Angelo Faveroni, who was an officer in the Italian army, with Kate Anderton, who had an English domicil. It was executed by both parties in Italy, but not with the formalities prescribed by Italian law. The settlement contained the usual trusts in favour of husband and wife and their issue, and an ultimate limitation in favour of the next-of-kin of the wife according to the statute; it also contained a covenant in the common form by the wife to settle after-acquired property. The marriage was celebrated in Italy, and the parties lived togetner in Italy until 1898, when they were legally separated by the decree of an Italian court. Under the will, dated the 17th of February, 1877, of Meyrick Bankes, who died on the 16th of June, 1881, Kate Faveroni became entitled to a legacy of £500. The will contained a declaration that the £500 should, during any coverture, be paid to her for her sole and separate use when and as it should become due and payable and without power of anticipation on her part. Under the will, dated the 8th of November,

1892, of Eleanor Bankes, who died on the 25th of January, 1899, she became entitled to a legacy of £1,000. It appeared from the evidence that, in Italy, marriage does not affect the property rights of the wife, and that the decree of separation had no effect other than to allow the parties to live apart. It also appeared that the settlement was invalid according to the Italian law, not only on account of the neglect of certain formalities in its execution, but also because it violated the Italian law of succession, and because the Italian law does not recognize trusts. On behalf of the wife it was first contended that, even if English law applied, the covenant to settle after-acquired property was bad. As to the £500 legacy, it was urged, on the authority of *Re Currey* (32 Ch. D. 361), that a restraint on anticipation was equivalent to a restraint on alienation, and that a *feme sole* cannot, accordingly, covenant that, if she shall during coverture become entitled to property as to which she is restrained from anticipation, she will assign it free from the restraint. As to the £1,000 legacy, to which the wife did not become entitled until after the separation, it was said that the doctrine laid down in *Davenport* v. *Marshall* (1902, 1 Ch. 82) applied, and that as inasmuch as the object of the covenant was to exclude the husband, and that since by the Italian law the husband was already excluded, the covenant was inoperative. On behalf of the husband, it was contended, on the authority of *Re Bown* (27 Co. D. 411), *Re Holmes* (67 L. T. 335), and *Re Wood* (61 L. T 197), that where a sum of money is directed to be paid to a married woman, she is entitled to be paid the *corpus* of that sum, in spite of a restraint on anticipation; consequently the wife could effectually covenant to settle the £500 legacy. As to the £1,000 legacy it was said that the doctrine of *Davenport* v. *Marshall* is only applicable in the case of a separation by the decree of an English court.

Buckley, J., in giving judgment, read the terms of the bequest of the £500 legacy, and continued: Now, upon words such as those, the Court of Appeal has held in *Re Bown* and *Re Holmes* that, when the time comes at which the legacy or benefit is payable or transferable, the married woman, whether under coverture or not, is entitled to payment or transfer of the fund, notwithstanding the words that she shall not have power to anticipate. As a matter of construction of a clause such as this, directing payment at a date, and then saying that she should not have power to anticipate payment thereof, that means by way of anticipation before the date of payment, and the restraint is only operative up to that date, and after payment it becomes inoperative. Then it is said that in *Re Currey* Chitty, J., following previous decisions, held that a restraint on anticipation is equivalent to a restraint on alienation, and that, therefore, when there is an effectual restraint on anticipation, the person so restrained cannot alienate. In 1878 the lady was not entitled to the property, but she covenanted that if she became entitled to money she would settle it. Under the instrument of 1881 she became entitled to money, as to which there was a restraint on anticipation until the date of payment, but not afterwards. At that time she could have taken and spent the money. Why, then, could she not previously settle it and covenant to pay it at that time? *Re Currey* does not apply to a clause like this. Under the operation of the gift the married woman becomes entitled to money, so that there is no longer a restraint on anticipation or alienation and I do not know why it is not bound by a covenant of this kind. Now, the other property was that to which she derived title under her mother's will. It was a legacy of £1,000, and there was no restraint as to this. As to this, another argument is raised. There was in March, 1898, a decree of separation pronounced by an Italian court. It is said that the covenant to settle after acquired property became, as from that date, a dead thing, because the coverture was over, and that *Davenport* v. *Marshall* is applicable. I think that case does not apply, because the ground there was that, as from the decree of judicial separation of the Divorce Court here, a section of the Matrimonial Causes Act enacts that the wife shall be considered as a *feme sole* with respect to property of every description which she may acquire or which may come to or devolve on her. And in *Davenport* v. *Marshall* I thought that the covenant was only intended to apply so long as that state of things did not exist. Now, the evidence as to the Italian law is that a marriage and a separation order have no effect on the rights of the wife in respect of her property at all. The property remains her's. I therefore think that the covenant to settle after-acquired property applies to the legacy of £1,000 also.

The question was then argued as to whether the settlement was to be construed according to English or Italian law. The following authorities were cited: *Van Grutten* v. *Digby* (31 Beav. 561), *Hamlyn* v. *Talisker Distillery* (1894, A. C. 202), *South African Breweries* v. *King* (1900, 1 Ch. 273), *Re Mégret* (1901, 1 Ch. 547), *Re Barnard* (56 L. T. 9), *Viditz* v. *O'Hagan* (1900, 2 Ch. 87), and Co. Litt. 42*a*.

Buckley, J., stated the facts, and continued: On those facts I ought to arrive at the conclusion that the parties intended to contract according to English law. The general proposition as laid down in Dicey (Conflict of Laws, rule 172 (1)) is that "a marriage contract or settlement will, in the absence of reason to the contrary, be construed with reference to the law of the matrimonial domicil." Is there reason to the contrary? I think there is, and that English and not Italian law is to be applied. Then, further, according to the English law which is to be applied, the lady covenanted so to dispose of her after-acquired property as that it should come within the settlement. It is argued, on the principle of *Viditz* v. *O'Hagan*, that the covenant cannot be complied with because the Italian law precludes her from doing so. But in *Viditz* v. *O'Hagan* the lady was an infant who had executed a settlement which was nothing. Here the settlement was something in its origin, and, treating English law as applicable, she could bind her after-acquired property; and although it was in the form of a covenant, it takes effect as an assignment, and, I think, is to be governed by English law.—Counsel, *Buckmaster*, K.C., and *S. B. L. Druce*; *O. L. Clare*; *Astbury*, K.C., and *T. T. Meshold*; *H. Terrell*, K.C., and *P. S. Stokes*. Solicitors, *Woodcock, Ryland, & Parker*, for *A. S. Reynolds*, Liverpool; *Rowcliffes, Rawle, & Co.*, for *Peace & Ellis*, Wigan; *W. H. Winterbotham*; *Crosse & Sons*.

[Reported by H. L. Ormiston, Esq., Barrister-at-Law.]

PRYCE-JONES *v.* **WILLIAMS.** Joyce, J. 28th May and 13th June.

Vendor and Purchaser—Leaseholds—Conditions of Sale—Time for Delivery of Requisitions—Requisition Made Out of Time—Imperfect Abstract—Outstanding Legal Estate—Costs.

This was a vendor's summons asking (amongst other things) that one Roscoe, who by an order dated the 9th of October, 1901, had been declared the purchaser of certain estates directed to be sold by a judgment in the above action dated the 19th of January, 1901, might be ordered to pay into court to the credit of the action the sum of £2,790, being the balance of his purchase-money after deducting a deposit of £310 paid by him, and also interest on such sum; and alternatively that the vendors might be at liberty to rescind the contract confirmed by the order of the 9th of October, 1901, and to hold the deposit forfeited. There was also a cross-summons by the purchaser asking for rescission of the contract and consequential relief. The property contracted to be sold, being lots 2 and 3 in the particulars and conditions of sale, consisted, as to lot 2, of eighteen leasehold cottages, stated in the particulars to be "held on lease" for a term of sixty years from Lady-day, 1876, and as to lot 3, of a leasehold property, comprising a manager's residence adjoining the Van Lead Mines at Llanidloes, also stated in the particulars to be "held on lease" for sixty years from Lady-day, 1874, and the sale was to be subject to the particulars and conditions, "so far as the same are applicable to a sale by private contract." The conditional contract, afterwards confirmed by the court, was dated the 30th of September, 1901, and condition 6 was (so far as material) as follows: "Each purchaser, is within fourteen days after the actual delivery of the abstract to deliver . . . a statement in writing of his objections and requisitions (if any) to or on the title as deduced by such abstract, and upon the expiration of such last-mentioned time, and in this respect time is to be deemed of the essence of the contract, the title is to be considered as approved of and accepted by such purchaser, subject only to such objections and requisitions, if any." It appeared from the abstract that the lease in question had been originally granted to the Van Mining Co. (Limited), a company incorporated in 1869; that such company was in 1884 dissolved, and its property sold to another company of the same name registered in 1884: that this latter company was also dissolved in 1891 and its property sold to the Van Mining Co. (Limited) registered in 1891, through whom the vendors made title. The purchaser elicited the fact that no legal assignment of the leases was ever made either by the 1869 company or by the 1884 company, and the legal estate was still outstanding. The purchaser's requisition upon the point was admittedly out of time as prescribed by condition 6. It was contended on behalf of the purchaser that the condition as to time could not bind him in this case since his objection went to the root of title inasmuch as the abstract was imperfect and shewed no title to that which the vendors had agreed to sell - viz., leaseholds with a legal title, and in support of this contention *Want* v. *Stallibrass* (8 Exch. 175) and *Re Tewqueray-Willaume and Landau* (20 Ch. D. 466) were relied on. For the vendor it was argued that in effect the purchaser obtained a perfect title since he acquired the entire equitable and beneficial interest in the property, and that his objection was not so radical as to exempt him from being bound by the provisions of condition 6. The vendor also undertook to obtain the lessor's written consent to the assignment to the purchaser.

Joyce, J. (after stating the facts and condition 6 as above set forth), held that there was nothing in the purchaser's objection which so went to the root of the title as to release him from condition 6, and that he was bound thereby; as to the abstract not being perfect, it was the most perfect abstract in the vendor's possession; the purchaser would get a perfect equitable title, together with the consent of the lessor to the assignment, and could get in the legal estate, which no doubt was outstanding in the Crown as *bona vacantia*; the vendors would have their order, but at the same time, having regard to the defect, they ought to have provided against it by special condition, and each party would therefore pay their own costs. The purchaser's summons would be dismissed, but without costs.—Counsel, *R. J. Parker*; *A. Dunham*. Solicitors, *Busk, Mellor, & Co.*; *Vallance, Birkbeck, & Co*

[Reported by Alan C. Nesbitt, Esq., Barrister-at-Law.]

High Court—Probate, &c., Division.

In the Goods of **JAMES HAMBLY (PRESUMED DECEASED).** Jeune, P. 23rd June.

Probate—Leave to Swear Death.

This was a motion for leave to swear the death of James Hambly under the following circumstances: Captain Hambly was master of the ship *Anapira*, and on the 30th of January, 1902, he sailed in command of her from Ardrossan, bound for Exeter. She was dropped by her tug on clearing Ardrossan harbour, and had never since been heard of, and it was believed that she had foundered with all hands. On the 9th of April, 1902, she was posted at Lloyd's as missing, and the underwriters had paid as upon a total loss. Captain Hambly was a bachelor and was insured in various assurance offices. The application was made on behalf of Captain Hambly's mother.

Jeune, P., gave leave to swear the death on or since the 30th of January, 1902.—Counsel, *F. O. Robinson*. Solicitors, *R. Smith*, for *Reynolds Fox*, Plymouth.

[Reported by Gwynne Hall, Esq., Barrister-at-Law.]

In the Goods of **GEORGE PARROTT (PRESUMED DECEASED).**

This was also a motion for leave to swear death. Mr. George Parrott was second engineer of the steamship *Stockport*, the death of whose captain was sworn last week, *Morivian (Presumed Deceased)* (46 SOLICITORS' JOURNAL, 587). It will be remembered that the steamship *Stockport* sailed from Odessa, bound for Hamburg, on the 16th of February 1902. She passed through the Dardanelles on the 19th of February, and though the vessel herself had not been heard of, one of her boats had now been picked up off Malta with a body awash in it. Boisterous weather had been raging in those latitudes at that time and it was practically certain the vessel had foundered.

JUNE, P., gave leave to swear the death of Mr. Parrott as having occurred on or since the 19th of February, 1902.—COUNSEL, *Barnard.* SOLICITORS, *Rollit & Son.*

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

In the Goods of **JOHN WARE PEACOCK (PRESUMED DECEASED).**

This was a similar motion. Mr. Peacock was master of the steam trawler *Kellie Castle*, registered at the port of East London, South Africa, but owned in London. On the 1st of February she sailed from Leith for East London *viâ* Las Palmas, and a letter had been received from Mr. Peacock written on board, but since sailing nothing had been heard of the ship, and on the 9th of April she had been posted at Lloyd's as missing. Captain Peacock had executed a will on the 20th of April, 1871, and his widow, who was the executrix appointed thereunder, was the applicant in this motion.

JUNE P.—Although it may not be an invariable rule, it certainly is the practice of this court to require these motions to be supported by affidavits of two members of the family deposing to their belief in the death. If there are two members of the family who can depose to the facts they should always do so. The amount of the estate should also be sworn and whether or not the presumed deceased was insured and where. Moreover, notice of the motion should be given to the insurance companies. Subject to a further affidavit, leave to swear the death is given as having occurred on or since the 1st of February, 1902.—COUNSEL, *Newson.* SOLICITORS, *Spencer, Chapman, & Co.*, for *Moy, Evans, & Thomas*, Swansea.

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

Bankruptcy Cases.

Re **ROBERTSON.** Mr. Registrar Linklater. 17th June.

BANKRUPTCY—DISCHARGE—LEAVE TO WITHDRAW APPLICATION FOR DISCHARGE—DISCRETION OF COURT—BANKRUPTCY ACT, 1890 (53 & 54 VICT. c. 71), s. 8.

In this case the bankrupt had applied for his discharge, the report of the official receiver upon such application had been prepared, and notice of the application had been given to the creditors. The case came on for hearing on the 17th of June. Counsel for the bankrupt applied for leave to withdraw the application for discharge, and cited *Re Wallis, Ex parte The Board of Trade* (39 W. R. 453, 8 Morr. 110). The official receiver (Mr. E. S. Grey) appeared to oppose the discharge, and stated in answer to the registrar that he had no witnesses whom he desired to call, as his report was based on the debtor's own statements, and the only witness who might formerly have been called was dead. He submitted that the registrar had discretion as to whether he would allow the application to be withdrawn.

Mr. Registrar LINKLATER.—I am clearly of opinion that I have discretion to grant or refuse this application. Lord Coleridge, in his judgment in *Re Wallis*, stated that the court may decide either way. In my opinion the court may properly decline to allow the withdrawal of an application for discharge in cases where witnesses are brought forward by the official receiver in opposition to the discharge, and the opposition would probably be prejudiced if the application were withdrawn and renewed after the lapse of some years, but I think that leave to withdraw an application for discharge should be refused in that class of case only; and as in the present case the official receiver has no witnesses to call, the application may be withdrawn on the usual terms as to costs.—COUNSEL, *P. M. Francke* SOLICITORS, *Ashurst, Morris, & Crisp*

[Reported by P. M. FRANCKE, Esq., Barrister-at-Law.]

NEW ORDERS, &c.

TRANSFER OF ACTION.

ORDER OF COURT.

Monday, the 16th day of June, 1902.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Byrne and Mr. Justice Buckley.

SCHEDULE.

Mr. Justice Joyce (1902—J.—No. 418).

In the Matter of The Johnston Foreign Patents Co. (Limited), The Johnston Die Press Co. (Limited), and The Johnstonia Engraving Co. (Limited) The J. P. Trust (Limited) and another v. The Johnston Foreign Patents Co. (Limited), The Johnston Die Press Co. (Limited), and The Johnstonia Engraving Co. (Limited). HALSBURY, C.

LEGAL NEWS.

APPOINTMENTS.

Mr. H. L. CANCELLOR, barrister-at-law, has been appointed a Revising Barrister for the Western Circuit

Mr. C. J. B. HURST, barrister-at-law, has been appointed Assistant Legal Adviser to the Foreign Office. Mr. Hurst was called to the bar in 1893.

INFORMATION REQUIRED.

KONRAD ADAM STEHLING, deceased.—The deceased died at 8, Warwick-gardens, Kensington, on the 19th of February, 1902, and his Will, dated the 19th of May, 1893, is missing. Any person giving information leading to the discovery of the same will be rewarded on applying to Messrs Freshfield, New Bank-buildings, 31, Old Jewry, London, E.C.—18th June, 1902.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

CHARLES WILLIAM ROBERTS and HENRY ASHWELL CADMAN, solicitors (Geo. Furniss, Roberts, & Co.), Brighouse June 10. The said Charles William Roberts will continue to practise at Brighouse aforesaid under the style or firm of Geo Furniss, Roberts, & Co., and the said Henry Ashwell Cadman will continue to practice at Cleckheaton and Gomersal, both under the style or firm of Cadman & Cadman. [*Gazette*, June 20.

GENERAL.

The Lord Chief Justice will leave London for the Northern Circuit Assizes on Saturday next, and he is not expected to return before the Long Vacation.

On Monday the Royal Assent was given by commission to the Loans Bill and the Agriculture and Technical Instruction (Ireland) Bill, and a number of private Bills.

The annual report of the deputy keeper of the public records for 1901 has just been issued. The applications for the production of records amounted to 26,230 in the legal search-room and 26,579 in the literary search-room. The value of stamps purchased by the public and cancelled in the legal research-room was £633 14s The number of applications and searches from Government offices was 747 and of issues and inspections 4 282, while the number of special permits to private individuals was 16,291. A strip of ground between the garden of Clifford's-inn and the Public Record Office has been acquired from the proprietors of the late Serjeant's-inn.

On Friday in last week there came before Mr. Justice Farwell a motion for a writ of attachment against Mr. Robert Harding Milward, solicitor, of London and Birmingham, on behalf of the trustees of the will of the Rev. George Edwards, who died some years ago. Mr. Milward, says the *Times*, was employed by the trustees to wind up the estate, and in August, 1901, there was a balance against him of £35,881. Applications were made by the trustees for payment of that amount to them, but without effect, and on the 3rd of June Mr. Justice Farwell made an order for the payment of the money on or before the 11th of June, or subsequent thereto, within four days after service of the order. The money had not been paid, and the trustees now moved for a writ of attachment. Mr. Justice Farwell made the usual order. On Saturday last Mr. Milward, says the *Birmingham Daily Post*, on returning home from his office, was suddenly taken ill, and became unconscious, in which condition he remained until eight o'clock in the evening, when he partially recovered.

The opening of part of Borstal Prison as a reformatory for lads between the ages of sixteen and twenty-one, which will take place shortly, marks, says the *St. James's Gazette*, a noticeable modification of the traditional method of dealing with youthful criminals. Until lately every lad convicted who was over the age of sixteen was regarded as an adult and was subject solely to "prison" and not to "reformatory" treatment, a practice which in the opinion of many persons capable of judging tended often to make a permanent criminal of a lad who might have been made into a decent member of the community. Utterance to this view was given by the Prisons Committee of 1895, which recommended a substantial extension of the age at which "reformatory" treatment ceased, and the Prisons Commission formed at Bedford Prison a special class of young criminals above sixteen. The experiment was closely watched, and the new undertaking at Borstal is an outcome of it to which success will be wished by all who are interested in social reform.

At the Southwark police-court, on the 18th inst., Thomas Henry Bradley, oilman, of Drummond-road, Bermondsey, was summoned by the Incorporated Law Society for pretending to be a solicitor. He pleaded guilty. Mr. Humphreys, who appeared for the Incorporated Law Society, said the pretence was contained in a letter which the defendant wrote to a Mr. Steel in these circumstances. Mr. Steel left a clock with Mr. Gillis for repair, but failed to pay for it. Eventually he received a letter from T. H. Bradley stating that unless the amount was paid by the following Monday he would be compelled, without any further notice, to take the usual proceedings. Mr. Steel concluded that the defendant was a solicitor. Mr. Chapman: There was no demand for costs? Mr. Humphrey: No. We do not always ask for costs. Continuing, he said that the defendant had expressed his regret for having sent the letter. It was written on behalf of Mr. Gillis, who was a cripple, carrying on

business at 44, Jamaica-road. These cases did a great deal of harm, and the Incorporated Law Society felt bound to take them before a magistrate. The defendant said he acted in perfect ignorance. Mr. Chapman: You have rather a technical manner of expressing yourself. The defendant was ordered to pay 10s. fine and 10s costs.

Every day, says the *Central Law Journal*, adds constantly increasing testimony to the fact that in the cities the liberties of the people are being rapidly curtailed. In regard to nuisances, the rule has been and is to-day well settled that the authority to prevent and abate nuisances conferred upon a municipality does not permit it to declare that a nuisance which is not so in fact. The difficulty, however, lies in the fact that the courts hesitate to disturb the discretion of municipal assemblies in branding certain things as nuisances. Many kinds of business, for instance, might easily be considered a nuisance in a large city which would be perfectly legitimate in more rural districts. On this principle the court rested its decision in the recent case of *Ex parte Foote* (65 S. W. Rep. 706), in which the Supreme Court of Arkansas held that under a statute which invests municipal corporations with power to prevent annoyance within their limits, to abate nuisances, and to enact ordinances to carry into effect such power, and "to improve the morals, order, comfort, and convenience of their inhabitants," a town may enact an ordinance prohibiting the keeping of a jackass within its limits in hearing distance of its populace, and declaring such keeping to be a nuisance. The court says: "As a rule, a jackass is kept for one purpose only, and that is propagation of his own species and mules. He has a loud, discordant bray, and, as counsel say, frequently 'makes himself heard regardless of hearers, occasions, or solemnities.' He is not a desirable neighbour. The purpose for which he is kept, his frequent and discordant brays, and the associations connected with him, bring the keeping of him in a populous city or town within the legal notion of a nuisance."

At the Worcester Assizes, before Mr. Justice Wright, Frederick Corbett, solicitor, of Worcester, was charged with misappropriation of trust money. The indictments were for fraudulently converting to his own use £320 received from Arthur Teal Kirk; £2,535 belonging to the trustees of the late Major de Trafford (Thomas Vincent Acton and Middleton Henry Daud); £1,440 received on account of Richard James and Caleb Hicks, as trustees of the late Samuel James; and £1,800 and deeds relating to property at Bromsgrove, belonging to J. Wheeler Cross, of Price-street, Birmingham, and mortgaged to Joseph Adlam, of Worcester. The prisoner pleaded guilty to misappropriation of the funds of the De Trafford Trust, and to converting to his own use the £1,800 in the case of Cross. He pleaded not guilty, however, to the charges of felony preferred against him. The learned judge, in passing sentence, said that the prisoner had rightly and courageously pleaded guilty to charges of misappropriation of moneys on a somewhat large scale extending over a number of years. Some of the instances extend d back fifteen years; in one case the sum misappropriated was £2,500, and in another £1,800. It was impossible for a judge to overlook the prevalence of offences of this kind. In his capacity as a judge in bankruptcy he had perhaps seen more of it than any other judge. Its prevalence was alarming. He could not overlook the fact either that the persons upon whom such frauds were generally practised were not the persons who were able to say that their accounts were correct. They trusted their legal adviser. Everyone was obliged to trust a solicitor in all practical affairs of life, and it was often not possible for one to take any precautions against frauds of this kind. The solicitor had obtained this confidence by his reputation for being educated, wise, public-spirited, and for having the highest character and ability. In the present case the fraud had gone on for years by perpetual misrepresentation as to securities. He sentenced the prisoner to seven years' penal servitude.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, June 30	Mr. R. Leach	Mr. Beal	Mr. Pemberton	Mr. Greswell
Tuesday, July 1	Godfrey	Carrington	Jackson	Church
Wednesday 2	Carrington	Beal	Pemberton	Greswell
Thursday 3	Beal	Carrington	Jackson	Church
Friday 4	Jackson	Beal	Pemberton	Greswell
Saturday 5	Pemberton	Carrington	Jackson	Church

Date.	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday, June 30	Mr. Godfrey	Mr. Farmer	Mr. W. Leach	Mr. King
Tuesday, July 1	R. Leach	King	Theed	Farmer
Wednesday 2	Godfrey	Farmer	W. Leach	Church
Thursday 3	R. Leach	King	Theed	Greswell
Friday 4	Godfrey	Farmer	W. Leach	Theed
Saturday 5	R. Leach	King	Theed	W. Leach

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

July 8.—Messrs H. E FOSTER & CRANFIELD, at the Mart, at 2:—

LIFE INTERESTS;

Of two ladies aged 64 and 58, producing £145 per annum, with Policies. Solicitors, Messrs. Stow, Preston, & Lyttelton, London.

Of a lady aged 64 and a gentleman aged 43 in £130 per annum, with Policy. Solicitors, Messrs. Bloomer, Currie, & Damian, London.

REVERSIONS:

To a Trust Fund, value £32,000, in Government Stock, &c.; lady aged 54. Solicitors, Messrs. Lawrence, Graham & Co., London.

To One-third of Freeholds at Eastbourne, producing £440 per annum. Solicitor, T. A. Goodman, Esq., Brighton; Messrs. Venn & Woodcock, London.

To One-half of a Trust Fund value £4 500; gentleman aged 58. Also the Life Interest of lady aged 31. Solicitors, Messrs. Douglas-Norman & Co., London.

POLICIES:

£2,000, £1,000, £500. Solicitors, Messrs. Cameron, Kemm, & Co., London; A. Bromley Burrows, Esq., Ramsgate.

(See advertisements, this week, back page.)

WINDING UP NOTICES.

London Gazette.—FRIDAY, June 20.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BODDAM'S HIGH EXPLOSIVES GUN CO, LIMITED—Creditors are required, on or before July 21, to send their names and addresses, and the particulars of their debts or claims, to James Fabian, 34, Nicholas lane. Renshaw & Co, solors to liquidator

CROSLAND & WHITELEY, LIMITED—Creditors are required, on or before August 1, to send their names and addresses, and particulars of their debts or claims, to Percy R. Sewell, Queen Anne chmbrs, Bradford. Wright & Co, solors to liquidator

EDWARD PEARCE & CO, LIMITED—Creditors are required, on or before July 5, to send their names and addresses, and the particulars of their debts or claims, to Henry Gilbert Liversidge, 5, East parade, Sheffield

GRAPHIC COMPENDIOUS CO, LIMITED—Creditors are required, on or before July 12, to send their names and addresses, and the particulars of their debts or claims, to James Taylor Rogers, 65 and 66, Chancery ln. Whitelock & Storr, solors to liquidator

JOHNSTONIA ENGRAVING CO, LIMITED—Petn for winding up, presented June 18, directed to be heard July 1 Blundell & Co, 16, Serjeant's inn, Fleet st, for Gordon & Co, Bradford, solors to petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 30

LONDON, ISLE OF WIGHT AND POOLE STEAM SHIPPING CO, LIMITED—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Frank K Wiffin, 14, Queen Victoria st Blackman, Gresham House, solor to liquidator

MERSEY BARGE CO, LIMITED—Creditors are required, on or before July 21, to send their names and addresses, with particulars of their debts or claims, to William M. Egan, 3, Lord st Liverpool

NEWEY & SON, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 22, to send their names and addresses, and the particulars of their debts or claims to Walter Edgar Fowkes, Temple Courts, Temple row, Birmingham. Lane & Co, Birmingham, solors to liquidator

SPEECH HOUSE MAIN COLLIERIES CO, LIMITED—Creditors are required, on or before Aug 2, to send their names and addresses, and the particulars of their debts or claims, to John Rhodes Whitley, Temple bldgs, Keighley Spencer & Co, Keighley, solors to liquidator

T. MUIR DALZIEL & CO, LIMITED—Creditors are required, on or before July 29, to send their names and addresses, and the particulars of their debts or claims, to Montague Harry Moody, 60, Watling st. Maxwell, Bishopsgate st Within, solor to liquidator

WALSH LOVETT & CO, LIMITED—Petn for winding up, presented June 16, directed to be heard July 1 Mackrell & Co, 21, Cannon st, for Wragge & Co, Birmingham, solors to petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 30.

WYLES AGRICULTURAL IMPLEMENT CO, LIMITED—Creditors are required, on or before July 14, to send their names and addresses, and the particulars of their debts or claims, to Prall & Co, 149, High st, Rochester

YORKSHIRE PETROLEUM OIL CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 2, to send their names and addresses, and the particulars of their debts or claims, to Thomas Mitcheson, Union st, Heckmondwike

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 13.

EAST, ROBERT, "Connemara," Southsea, Hants, Gent July 11 Howel v East, Buckley, J Robinson, 2, King's terr, Southsea

London Gazette.—TUESDAY, June 17.

JOHNSTON, ROBERT, Charlton st, Somers Town, Draper July 8 Bradbury & Co v Johnston, Kekewich, J Mason & Co, Gresham st

London Gazette.—FRIDAY, June 20.

GURR, EMMA, Earlham grove, Forest Gate July 19 Gurr & Phillips v Lewis, Farwell, J Avery, 34, Finsbury pavement

ROLLASON, GEORGE ROBERT, Callcott rd, Brondesbury, Engineer July 31 Rollason v Rollason, Farwell, J Burnie, 165, Fenchurch st

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 13.

ALBERS, ANN, Ealing July 12 Horley & Co, Finsbury pavement

ARNOLD, HATIL, Acton, Laundry Proprietor July 13 Buckwell & Berkeley, Brighton

ASTLE SIMON, Derby, Watchmaker July 31 Delacombe, Derby

ATHERTON, THOMAS, Widnes, Coal Merchant July 21 Peters Widnes

BAILEY, CHARLOTTE, Hove July 13 Buckwell & Berkeley, Brighton

BISHOP, HOCKLEY ELLEN, Lordswood, Southampton July 10 Tucker & Co, New st, Lincoln's inn

BORTHWICK, CHARLES, Minidrum, Northumberland, Farmer July 1 Sanderson & Weatherhead, Berwick upon Tweed

BRICKLEY, ADELIZA ANNE, Llanbadarnfynydd, Radnor June 22 Woosnam, Newtown

CATTERALL, JAMES ERNEST, Ealing July 18 Farr, New Broad st
CAUSEBIDE, GEORGE, Newcastle upon Tyne, Margarine Importer July 29 Brown & Son, Newcastle upon Tyne
CHANCE, WILBERFORCE, Southport July 31 Ryland & Co, Birmingham
CHEETHAM, MARY, Horton, Bradford July 24 Stamford & Metcalf, Bradford
CLARK, ELIZABETH, Heddington, Wilts July 31 Jackson & Jackson, Devizes
CRACKNELL, GEORGE, Goldhanger, Essex, Farmer July 31 Wright, Malden, Essex
DOWN, CECIL PATTON, Tochi, Waziristan, India July 16 Crosse & Sons, Lancaster pl, Strand
DREVER, the Hon CHARLOTTE, Portishead, Somerset July 16 Crosse & Sons, Lancaster pl, Strand
DUNCAN-TEAPE, NORMAN, Kensington July 31 Gush & Co, Finsbury cir
EKINS, JOHN FRANCIS, Guilsborough, Northampton, Farmer July 31 Sedgwick & Co, Watford
FULLSTONE, THOMAS, Hornsey July 12 Harley & Co, Finsbury pavement
FURZE, WALTER, Teddington July 16 Evans & Co, Nicholas ln
GILFORD, SARAH, Findern, Derby July 14 Bobotham & Co, Derby
GILLIATT, MARY, Laceby, Lincs July 1 Nowell & Co, Burton on Humber
GREEN, HENRY WATKINS, Clacton on Sea Sept 15 White & Son, Clacton on Sea
HACK, JOHN, Loughborough, Painter Aug 1 C W & F H Toone, Loughborough
HEY, JOSHUA, Sherburn Elmet, Yorks, Farmer Sept 10 Parker & Parker, Selby
HOLLAND, WILLIAM, Eccles, Draper July 10 Watson, Manchester
HOPKINSON, JOHN, Manchester, Civil Engineer August 1 Parkinson & Co, Manchester
HOWARD, AMOS, Eccles, Commercial Traveller July 11 Barrow & Smith, Manchester
HUMBLY, RICHARD HUMBLY, Sandy, Beds July 16 Crosse & Sons, Lancaster pl, Strand
HUSTER, HANNAH, Addiscombe, Croydon July 18 Ashbridge, Whitechapel rd
JONES, JOHN GRIFFITH, Carnarvon, Auctioneer July 15 Henwood, Carnarvon
KING, SAMUEL, Elswick, nr Kirkham, Lancs July 14 Cooper & Sons, Manchester
KING, THOMAS, West Kensington, Greengrocer July 9 Rawlings & Butt, Walbrook
LAND, PHILEMON, Birmingham July 31 Eggington, Birmingham
LECOUTRE, CHARLES LOUIS, Highworth, Wilts July 31 Spry, Middlesborough
LEE, CHARLES GEORGE THOMAS, Old Charlton, Kent July 12 Harley & Co, Finsbury pvmt
MCCALMAN, WILLIAM, Edgbaston, Birmingham June 24 Arnold & Son, Birmingham
MASTERMAN, HENRY, Sowerby, nr Thirsk July 26 Richardson & French, Thirsk
MILLER, ISABELLA MACDONALD, Bolton July 26 J & E Whitworth, Manchester
PAIN, Rev EDMUND, Stoke Hammond, Bucks July 25 Calcott, Leighton Bussard, Beds
PARKIN, JAMES HUGH, Barton, Westmorland August 1 Hardisty & Co, Gt Marlborough st
PEARCE, EDMUND, South Hayling, Hants July 19 Biscoe-Smith & Blagg, Portsmouth
PENDLEBURY, RICHARD, Cambridge July 13 Hosking, Liverpool
PITMAN, MAURICE WILLIAM, Shaftesbury rd, Crouch Hill July 31 Prall & Co, Rochester
POTTER, RICHARD, Preston Farmer July 14 Forshaw & Parker, Preston
RICHARDSON, WILLIAM, Sheffield, General Merchant July 31 Rodgers & Co, Sheffield
ROBINSON, JOSEPH, Skirbeck, Lincs, Farmer July 1 Nathaniel Robinson, Wigtoft, Lincs
ROHLEDERER JOHN ANDREW, West Kirby, Licensed Victualler August 1 Woolcott & Co, West Kirby
SAGE, EMMA, Bristol July 15 Hobbs, Bristol
SHARROCK, THOMAS, Preston August 1 Johnson, Wigan
SOLOMONS, PHILIP, Houndsditch June 30 Romain, Bishopsgate st Without
SUMNER, JANE, Preston July 10 Finch & Co, Preston
THOMPSON, ROBERT, Carlton, Durham, Farmer July 15 Watson & Co, Stockton on Tees
WIGAN, ROSAMUND DOROTHEA, Dover July 11 Mowll & Mowll, Dover
WILKINSON, SARAH, Iron Bridge, Salop July 19 Thorn-Pudsey, Iron Bridge
WILSON, JOHN, Maryport, Cumberland, Yeoman July 28 Tyson & Hobson, Maryport
WILSON, MARGARET AGNES, Streatham July 25 Robinson, Gt Marborough st
WRIGHT, GEORGE JAMES, Stockport Aug 9 McClure & Turner, Stockport
YATES, JANE, Bristol July 26 Abbot & Co, Bristol

London Gazette.—TUESDAY, June 17.

AITKEN, KATHERINE ELIZABETH, Upton, Chester July 23 Yates, Southport
AITKEN, ROBERT, Reading, Book-keeper July 23 Yates, Southport
BARKER, JOSIAH, Todmorden, Millwright July 21 Sager & Co, Todmorden
BARRACLOUGH, CHARLES, Rochdale, Woolstapler July 31 Jackson & Co, Rochdale
BATES, JANE, Chesterfield July 31 Gratten, Chesterfield
BAYLEY, SARAH ANN, Withington, nr Manchester Aug 2 Farrar & Co, Manchester
BENGE, REBECCA ELLIN WORSLEY, Cribbs Causeway, nr Bristol August 5 O'Donoghue & Anson, Bristol
BENTHERTON, HENRY, Blackburn June 30 Rennison, Blackburn
BROAD, JOHN THIERRY, Southville, Bristol July 26 Wansbrough & Co, Bristol
BROMHEAD, SUSANNA, Leicester July 14 J & S Harris, Leicester
BURNETT, THOMAS, Kilburn, Meat Salesman July 14 Balfour & Co, Old Serjeant's inn, Chancery ln
BUTCHER, WILLIAM HENRY, Wootton, I of W, Brick Maker Aug 9 Thirkell, Ryde, I of W
BUTLER, SAMUEL THORPE, Highgate July 24 Howard & Shelton, Moorgate
CALDER, ALFRED THOMAS, Penzance Aug 1 Bradley, Folkestone
CLARKE, ELIZABETH MOUNTAIN, Boston, Lincs July 12 Staniland, Boston
CONSTANTINE, OTTEWELL, Burnley July 5 Ogden, Burnley
DE FOE, MARY ANN, Croydon July 17 Sheffield & Co, St Swithin's ln
DUNNET, JOHN, Fulham rd, Coffee Merchant July 31 Bartlett, Bush ln
GOLDSMITH, JAMES WALLER, Tunbridge Wells Aug 14 Robb, Tunbridge Wells
GREENFIELD, JULIANA, Hornsea, Yorks Sept 1 Middlemiss & Pearce, Kingston upon Hull
GRUNING, LOUIS, East Woodhay, Southampton July 26 Layton & Co, Liverpool
HANLYN, ANGELINA REEVE, Falmouth July 14 Rogers, Falmouth
HANDEWERCK, GOTTFRIED GUSTAVE, Canonbury Aug 21 Oliver, Finsbury pavement
HEYWOOD-LONSDALE, FRANCES ELIZABETH, Whitchurch, Salop July 31 Gibbons & Arkle, Liverpool
HUNT, JOHN, Wandsworth Common Sept 29 Taylor & Co, Lavender hill
HYAMS, SAMUEL, Merchant st, Bow June 30 Romain, Bishopsgate Without
ISBOTSON, SAMUEL FISHER, Sheffield July 12 Pye-Smith & Barker, Sheffield
LEE, HENRY, Bolton, Watchmaker Aug 31 Coope, Bolton
LOE, JAMES SCARBOROUGH, Leeds, Surgeon July 15 Bowling & Sons, Leeds
MACGREGOR, AMELIA, Eccleston sq Sept 29 James, Strand
MACNAMARA, WILLIAM, Florence, Italy Aug 11 Tyler, Clement's inn, Strand
MONRO, HENRIETTA JANE, Hogarth rd, Earl's Court July 22 Monro & Co, Queen Victoria st
NORTHAM, WILLIAM, Kestral av, Herne Hill July 18 Greaves, Serjeant's inn
PEREIRA, MARIA, Portman sq June 25 Blount & Co, Arundel st, Strand
PHIPPS, MARIE LOUISE, Acton July 21 Fisk, Norfolk st, Strand
POUNCY, ELIZABETH, Bournemouth July 21 Trevanion & Co, Bournemouth
PROUDLOVE, MARGARET, Congleton June 25 Latham, Congleton
ROSE, JOHN DANIEL, Hadfield, Derby, Labourer July 12 Richards & Hurst, Manchester
SECCOMBE, Sir THOMAS LAWRENCE, GCIE, KCSI, CB, Newton Abbot, Devon July 28 St Barbe & Co, Delahay st, Westminster
SHERWOOD, EDWARD, Folkestone Estate Agent July 21 Bradley, Folkestone
SHORTHOUSE, WILLIAM, Balsall Heath, Worcester July 29 Barton & James, Birmingham
SMITH, FRANCIS, Weston, nr Bath July 10 Gibbs, Bath
SWALLOW, ANNE, Birkdale, nr Southport July 13 Scholes, Manchester
SWALLOW, SARAH ELIZABETH, Birkdale, nr Southport July 13 Scholes, Manchester
THELWALL, ISABELLA EMMA, Malvern Link, Worcester July 21 Hardisty & Co, Gt Marlborough st
THEOBALD, ELIZABETH MARGARET, Sutton Courtenay, Berks August 11 Challenor, Abingdon, Berks
THOROLD, CHARLES, Welham, Notts July 26 Jones & Wells, East Retford, Notts
THOROLD, MARY BETTINA GEORGINA, Welham, Notts July 26 Jones & Wells, East Retford, Notts
TROUGHTON, WILLIAM, Preston, Seedsman July 21 Thora & Ainsworth, Preston
TURNER, SAMUEL WILLIAM, Eyam, Derby, Innkeeper July 28 Pye-Smith & Barker, Sheffield
WAY, JOHN PALMER, Portsea, Hants, Surgeon July 22 Palmer, Gosport
WELLINGTON, THOMAS WARD, New Milton, Hants, Horticulturist July 31 Bartlett, Bush ln
WILCOCK, FRANCES, Cheltenham July 29 Winterbothams & Gurney, Cheltenham

London Gazette.—FRIDAY, June 20.

ALLAN, WILLIAM, Newcastle upon Tyne Aug 15 Ward, Newcastle upon Tyne
ANDERSON, RICHARD, Eston Junction, nr South Bank, Yorks, Mechanical Engineer July 25 Evans, Walsall
BARNETT, HANNAH Finchley rd, St John's Wood July 19 Scadding & Bodkin, Gordon st, Gordon sq
BECKETT, CHARLES JAMES, Flixton, Lancs, Commission Agent July 31 Fowden & Co, Manchester
BENSON, HANNAH, Leighton rd, Kentish Town July 28 Yarde & Loader, Raymond bldgs, Gray's inn
BIGG, JOHN, Barnes, Stationer July 21 Fawcett, New Broad st
BROUGHTON, JOHN, Walsall, Harness Manufacturer July 21 Evans, Walsall
BROWN, JOHN DOBIE, Kingswood, Warwick, Warehouseman Aug 2 Eaden, Birmingham
BUTTERWORTH ROBERT, Brooklands, Chester July 12 Banks & Co, Heywood
CALVERT, HENRY, Preston July 21 Grundy & Co, Manchester
CALVERT, JONATHAN, Halifax June 28 Barrett, Halifax
CHANCE, JAMES HENRY, London st, Fitzroy sq July 20 Lithgow, Wimpole st
CHEYNEY, ELIZA, Ladbroke grove, North Kensington July 21 Webb & Co, Argyll st, Regent st
CONSTANTINE, OTTEWELL, Burnley July 5 Ogden, Burnley
COTTRELL, HENRY, Stratford, Watchmaker July 18 Watson, Finsbury circus
CRAWFORD, CHARLES, Chester, Art Dealer July 17 Sharpe & Co, Chester
DAWSON, ANNE, Folkestone July 31 Renshaw & Co, Suffolk ln
DIXON, MARY, Newcastle upon Tyne July 30 Brown & Son, Newcastle upon Tyne
DRIVER, ROLLES, Southampton, Timber Merchant Aug 1 Stanton & Co, Southampton
EVANS, MARGARET, Glaslyn, Penrhos Garnedd, nr Bangor Aug 19 Jones, Bangor
FARNFIELD, JOHN ALBERT, Brixton hill, Solicitor July 24 J A & H E Farnfield, Lower Thames st
FITTON, WILLIAM, Rochdale, Wool Salesman July 21 Holland, Rochdale
GALE, FRANCES, Clifton, nr Bristol Aug 2 Jones & Co, Leeds
GRANT, CHARLES HENRY, Hobart, Tasmania Aug 15 Pennington & Son, Lincoln's inn fields
GREAVES, JANE, Bakewell, Derby July 28 Bird & Co, Gray's inn
HARRISON, THOMAS, New Brighton, Chester July 20 Wright & Co, Liverpool
HILL, JOHN, York, Boat Owner Aug 1 Cobb & Son, York
HILL ROSA HAMILTON, Kentish Town July 30 Allen & Son, Carlisle st, Soho sq
HIRTZEL, ARTHUR FRANCIS, London Wall, Merchant Aug 31 Thorne & Welsford, Gracechurch st
HUTTON, THOMAS OWTHWAITE, Chislehurst Sept 1 Ashley & Co, Frederick's pl, Old Jewry
IRVINE, JAMES, Gray's inn rd Aug 1 Ward & Co, King st, Cheapside
JARVIS, RICHARD, Beckenham July 17 Sayle & Co, Queen Victoria st
LOUGHBOROUGH, ELIZABETH, Hartlepool June 30 Bell, West Hartlepool
LUCKETT, JOHN Aug 1 Redfern & Hunt, Abchurch ln
LUCKING, ALFRED, Maldon, Cattle Dealer July 21 Cronce, Hazleigh, Essex
MACIVER, CHARLES, Waterloo, Lancs, Merchant July 31 Dobell & Bagshaw, Liverpool
MAY, JOHN HENRY, Bedale, Yorks, Nurseryman June 28 Render, Harrogate
METCALFE, JAMES RAINE, Swinton, nr Masham, Yorks, Gardener July 7 Render, Harrogate
OVEY, RICHARD, Henley on Thames Aug 1 G & A Marshall, New sq, Lincoln's inn
OWEN, PHILIP, Kensal Rise July 31 Bickley & Lynex, Birmingham
PARTRIDGE, MARY ELIZABETH, St Leonard's on Sea July 30 Allen & Son, Carlisle st, Soho sq
PEACOCK, REBECCA, Spalding July 21 Mossop & Mossop, Holbeach, Lincs
PERRIAM, HARRY CHARLES, Budleigh Salterton, Devon, Grocer July 20 Baker & Son, Budleigh Salterton
PHELPS, SUSANNAH, Pirbright, Surrey July 19 Wheeler, Bucklersbury
RHODES, ELIZABETH, East Liss, Hants Aug 20 Chadwick & Sons, Dewsbury
RODDEWIG, LUDWIG WILLIAM, Sheffield July 17 Auty & Sons, Sheffield
ROLLINSON, SARAH, Laneham, Notts Aug 12 Mee & Co, Retford
ROSSER, AMY, St James, Jamaica July 31 Bridges & Co, Red Lion sq
ROWLAND, FRANCES POTTER, West Didsbury Sept 18 Hart Dyke, Lancaster pl
RUMBELL, LOUISA THERESA, Cliftonville, Margate July 18 Boys, Margate
SAY, JOHN, Churchill, Somerset, Spirit Merchant Aug 1 Wood, Wrington, Somerset
TAYLOR, HENRY, Nottingham, Coal Merchant July 17 Barber, Nottingham
TOWN, BENJAMIN, Keighley, Yorks, Butcher Aug 10 Naylor & Cass, Keighley
TRUMAN, JOSHUA, Erdington, Warwick, Insurance Agent July 8 Thomas & Co, Birmingham
UNWIN, PENELOPE LESLIE, Hythe, Southampton July 16 Upton & Co, Aus in Friars
WALLWORK, JOHN, Audenshaw, Lancs, Mill Manager July 12 Richards & Hurst, Ashton under Lyne
WILSON, PETER, Roby, Lancs July 16 Gorst, Liverpool

BANKRUPTCY NOTICES.

London Gazette.—TUESDAY, June 17.

ADJUDICATIONS ANNULLED.

ABRAHAM. JOSEPH, Bristol, Soap Maker Bristol Adjud April 3, 1860 Annul June 6, 1902

THOMPSON, HENRY LANGDALE, Harrogate, Yorks, Stationer and Newsagent York Adjud April 18 Annul June 10

London Gazette.—FRIDAY, June 20.

RECEIVING ORDERS.

ALLAN, PETER, Porthcawl, Master Mariner Cardiff Pet June 14 Ord June 16

ALLEN, JOHN LESTER, Rochester, Solicitor Rochester Pet June 18 Ord June 18

ANDREW, WALTER, Falmouth, Licensed Victualler Truro Pet June 17 Ord June 17

BAILEY, FREDERICK CHARLES, Walworth, Greengrocer High Court Pet June 17 Ord June 17

BAKER, WILLIAM, Pontardawe, Painter Aberavon Pet June 17 Ord June 17

BAKER, WILLIAM HENRY, Newport, Tobacconist Newport Pet June 17 Ord June 17

BALLARD EDWARD ARTHUR, Ledbury, Building Contractor Worcester Pet June 16 Ord June 16

BEARDSELL, LEONARD FRANCIS, Merton, Surrey, Commercial Traveller Wandsworth Pet June 17 Ord June 17

BERTIE, the Hon C E, Jermyn st, St James's High Court Pet May 26 Ord June 17

BLACKA, JAMES, Todmorden, Plasterer Burnley Pet June 17 Ord June 17

BLENKINSOP, JAMES, Waterloo, nr Blyth, Northumberland, Fruit Merchant Newcastle on Tyne Pet June 16 Ord June 16

CLARKE, FREDERICK WILLIAM, Hockley, Birmingham, Butcher Derby Pet June 16 Ord June 16

COX, BENJAMIN SIMEON, and JOSEPH COX, Dudley Port, Tipton, Builders Dudley Pet May 28 Ord June 17

DAW, CHARLES FRANCIS, Moseley, Commission Agent Birmingham Pet June 17 Ord June 17

EXELL, ERNEST OAKDEN, Lymm, Cheshire, Commercial Traveller Warrington Pet June 16 Ord June 16

FOULKES, EDWARD, Colwyn Bay, Builder Bangor Pet June 16 Ord June 16

GARNER, WILLIAM HENRY, Fillongley, Warwick, Labourer Coventry Pet June 16 Ord June 16

GRIFFIN, JOHN, Southport, Florist Liverpool Pet May 29 Ord June 16

HARPLE, JAMES, Fenton, Staffs, Collier Stoke upon Trent Pet June 16 Ord June 16

HOLTUM, GEORGE, Dover, Teacher of Music Canterbury Pet June 16 Ord June 16

HUGHES, CHARLES, Dudley, Worcester, Carter Dudley Pet June 16 Ord June 16

ILLINGWORTH, EDWARD, Harpurhey, Manchester, Draper Manchester Pet May 31 Ord June 16

JONAS, JULIUS, Upper Tooting, Traveller Wandsworth Pet June 16 Ord June 16

KING, GEORGE, Rochester, General Contractor Rochester Pet June 14 Ord June 14

LAW, WILLIAM T, Elsenham, Essex Hertford Pet Feb 19 Ord June 14

LEWIS, ENOCH, Wolverhampton, Butcher Wolverhampton Pet June 16 Ord June 16

LEYSHON, JAMES EDWARD, Swansea, Commercial Traveller Swansea Pet June 17 Ord June 17

MCASKELL, ALLAN, Scarborough, Conjurer Scarborough Pet June 16 Ord June 16

MACKRELL, CHARLES ARTHUR, Forest Hill Greenwich Pet March 15 Ord June 18

MARTIN, WILLIAM ETCHES, Conisborough, Yorks, Draper Sheffield Pet June 18 Ord June 18

MILES, WALTER, Sonderburg rd, Holloway, Builder High Court Pet May 27 Ord June 18

MOORE, CHARLES Worthing, Carpenter's Assistant Brighton Pet June 17 Ord June 17

RICHARDS, WALTER LLEWELLYN, Angle, Pembroke, Labourer Pembroke Dock Pet June 17 Ord June 17

SENIOR, THOMAS, Barnsley, Insurance Agent Barnsley Pet June 6 Ord June 18

SMITH, ALFRED GODDEN Downend, Glos, Mining Engineer Bristol Pet May 17 Ord June 17

STARLING, FREDERICK, Handsworth, Eating house Keeper Birmingham Pet June 16 Ord June 16

TOMLINSON, JAMES GEORGE, Derby, Publican Derby Pet June 17 Ord June 17

VARLEY, RICHARD, Brighton Brighton Pet May 31 Ord June 16

VOSPER, FRANCIS Devonport, Builder Plymouth Pet June 18 Ord June 18

WALKER, ROBERT, Northwood, Draper Windsor Pet June 16 Ord June 16

WHITEOAK, WILLIAM SMITH, Bradford, Tea Canvasser Bradford Pet June 16 Ord June 16

WILLIAMSON, JAMES, Liverpool, Provision Merchant Liverpool Pet June 18 Ord June 18

YARNOLD, ALFRED, Aston, Warwick, Builder Birmingham Pet June 5 Ord June 17

Amended notice substituted for that published in the London Gazette of May 23:

TANDY, THOMAS, Newport, Mon, Greengrocer Newport Pet May 21 Ord May 21

FIRST MEETINGS.

ADAMSON, ANDREW GEORGE, Acton June 28 at 11 Off Rec, 95, Temple chmbrs, Temple av

ALBAN, JOHN HENRY, Sulphan, Essex, Nurseryman July 2 at 12 The Shirehall, Chelmsford

ALLAN, PETER, Porthcawl, Glam, Master Mariner July 4 at 9.30 117, St Mary st, Cardiff

ANDERSON, ERNEST, Tonbridge, Engineer June 30 at 2 The Angle Hotel, Tonbridge, Kent

BAILEY, FREDERICK CHARLES, Walworth, Greengrocer July 3 at 2.30 Bankruptcy bldgs, Carey st

BAKER, WILLIAM HENRY, Newport, I W, Tobacconist July 7 at 2.30 19, Quay st, Newport, I W

BERTIE, Hon C E Jermyn st, St James's July 4 at 12 Bankruptcy bldgs Carey st

BLENKINSOP, JAMES, Waterloo, nr Blyth, Northumberland, Fruit Merchant June 30 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

BODEN, JAMES OLIVER Leicester, Grocer June 30 at 12 30 Off Rec, 1, Berridge st, Leicester

BROOKER, GEORGE MARK, Chichester, Hawker July 3 at 3 Off Rec, 4, Pavilion bldgs, Brighton

CHADWICK, ARTHUR, Longdendale, Cheshire, Accountant July 2 at 2 30 Off Rec, Byrom st, Manchester

ELLIS, WILLIAM JAMES BURNIP Beeston Hill, Leeds, Goods Porter July 1 at 12 Off Rec, 22, Park row, Leeds

FLETCHER, RICHARD JAMES, Union st, Borough, Rope Dealer July 3 at 12 Bankruptcy bldgs, Carey st

GARNER, WILLIAM HENRY, Fillongley, Warwick, Labourer June 28 at 11 Off Rec, 17, Hertford st Coventry

GIRDLESTONE, THOMAS JACOB, Heigham, Norwich, Plasterer June 30 at 1 Off Rec, 8, King st, Norwich

HODSON, JOHN THOMAS Coalville, Leicester, Hairdresser July 1 at 11 Off Rec, 47, Full st, Derby

HOLLY, FRANK, Winton, Bournemouth Builder June 28 at 12.30 Off Rec, Endless st, Salisbury

JOHN, THOMAS RICHARD, Pembroke, Flannel Merchant July 11 at 12.45 Temperance Hall, Pembroke Dock

KING, GEORGE, Rochester, General Contractor July 7 at 12 15 115, High st, Rochester

LEWIS JOHN, New Tredegar, Grocer June 30 at 3 135, High st, Merthyr Tydfil

LITTLEFROUD, ALFRED Cranworth, Norfolk, Grocer June 28 at 12 30 Off Rec, 8, King st, Norwich

LLOYD, THOMAS, FRANCIS THOMAS LLOYD, and HAROLD JOSEPH LLOYD, Burslem, Staffs, Cratemakers July 1 at 11 30 Off Rec, Newcastle under Lyme

PIPER, S GEORGE, Bexhill, Builder July 4 at 12 Bankruptcy bldgs, Carey st

PUTTNAM, JOHN, Brady st, Whitechapel, Saddler July 4 at 12 Bankruptcy bldgs, Carey st

SIMMONS, WILLIAM COLLARD, Sandwich, Kent, Builder July 3 at 3 30 Fleur de Lys Hotel, Sandwich

SLATER, CHARLES, Grove rd, Marylebone, Coal Merchant July 2 at 11 Bankruptcy bldgs, Carey st

STOPFORD, WILFRID S, Brook st July 7 at 12 Bankruptcy bldgs, Carey st

THOMAS, GEORGE LEWIS, Pembroke, Blacksmith July 11 at 12.30 Temperance Hall, Pembroke Dock

TOBLOWSKY, ISRAEL PHILIP, Nottingham, Lace Merchant July 1 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

TRUMAN, ROBERT HAROLD, Aldermanbury bldgs, Mantle Maker July 2 at 12 Bankruptcy bldgs, Carey st

VARLEY, RICHARD, Brighton July 3 at 10 30 Off Rec, 4, Pavilion bldgs, Brighton

WALKERLEY, DANIEL CHARLES Newmarket, Builder July 1 at 2.30 The White Hart Hotel, Newmarket

WHITEOAK, WILLIAM SMITH, Bradford, Tea Canvasser July 1 at 11 Off Rec, 31, Manor row, Bradford

WILSON, JOSEPH, Sale, Cheshire, Bricklayer July 2 at 3 Off Rec, Byrom st, Manchester

WOOD, JOHN, Fulwood, nr Preston, Cattle Dealer June 30 at 11 Off Rec, 14, Chapel st, Preston

ADJUDICATIONS.

ALEXANDER, Woolwich, Builder High Court Pet April 17 Ord June 16

ALLAN, PETER, Porthcawl, Master Mariner Cardiff Pet June 16 Ord June 16

ANDREW, WALTER, Falmouth, Licensed Victualler Truro Pet June 17 Ord June 17

ANDREWS, JOHN PETERS, The Hotel Cecil High Court Pet April 23 Ord June 17

ASTFALCK, CHARLES, Coventry, Hairdresser Coventry Pet June 12 Ord June 18

BAILEY, FREDERICK CHARLES, Walworth, Greengrocer High Court Pet June 17 Ord June 17

BAKER, WILLIAM, Pontardawe, Glam, Painter, Neath and Aberavon Pet June 17 Ord June 17

BAKER, WILLIAM HENRY, Newport, I of W, Tobacconist Newport Pet June 17 Ord June 17

BEARDSELL, LEONARD FRANCIS, Merton, Surrey, Commercial Traveller Wandsworth Pet June 17 Ord June 17

BLACKA, JAMES, Todmorden, Builder Burnley Pet June 17 Ord June 17

BLENKINSOP, JAMES, Waterloo, nr Blyth, Northumberland, Potato Merchant Newcastle on Tyne Pet June 16 Ord June 16

CADBY, HARRY SAMUEL, Smethwick, Staffs, Brassworker West Bromwich Pet May 30 Ord June 13

CLARKE, FREDERICK WILLIAM, Hockley, Birmingham, Butcher Derby Pet June 16 Ord June 16

EXELL, ERNEST OAKDEN, Lymm, Cheshire, Commercial Traveller Warrington Pet June 16 Ord June 16

FITT, J H, Sutton, Builder Croydon Pet April 19 Ord June 12

FLETCHER, RICHARD JAMES, Union st, Borough, Rope Dealer High Court Pet June 14 Ord June 18

GARNER, WILLIAM HENRY, Fillongley, Warwick, Labourer Coventry Pet June 16 Ord June 16

GIBB, WALTER, West Kirby, Cheshire Birkenhead Pet April 3 Ord June 18

GIMSON, ALFRED, Hampton Hill, Builder Kingston, Surrey Pet May 22 Ord June 18

HALL, CHARLES, Hoyland, Yorks Barnsley Pet Feb 18 Ord June 18

HARPLE, JAMES, Fenton, Staffs, Collier Stoke upon Trent Pet June 16 Ord June 16

HECHT, CARL THEODOR ALBERT, Finsbury pavement, Merchant High Court Pet April 12 Ord June 18

HUGHES, CHARLES, Dudley, Carter Dudley Pet June 16 Ord June 16

HUTCHINSON, ALEXANDER GIFFORD, Reading, Dealer in Horses Reading Pet May 28 Ord June 16

JACOBSON, ABRAHAM NATHAN, Gt Portland st, House Agent High Court Pet April 25 Ord June 17

JONAS, JULIUS, Upper Tooting, Traveller Wandsworth Pet June 16 Ord June 16

KING, GEORGE, Rochester General Contractor Rochester Pet June 14 Ord June 14

KNIGHT, THOMAS WOOD, Chichester, Farmer Brighton Pet June 12 Ord June 18

LEWIS, ENOCH, Wolverhampton, Butcher Wolverhampton Pet June 16 Ord June 16

MCASKELL, ALLAN, Scarborough, Conjurer Scarborough Pet June 16 Ord June 16

MARTIN, WILLIAM ETCHES, Conisborough, Yorks, Draper Sheffield Pet June 18 Ord June 18

MOORE CHARLES, Worthing, Carpenter's Assistant Brighton Pet June 17 Ord June 18

MOSS, VERNON AUGUSTUS, Sutton Coldfield, Estate Agent Birmingham Pet May 14 Ord June 16

PUTTNAM, JOHN, Brady st, Whitechapel, Saddler High Court Pet May 22 Ord June 16

STARLING, FREDERICK Handsworth, Eating house Keeper Birmingham Pet June 16 Ord June 16

TICKLE GILBERT YOUNG, Freshfield, Lancs, Saw Mill Proprietor Liverpool Pet May 28 Ord June 17

TOMLINSON, JAMES GEORGE, Derby, Publican Derby Pet June 17 Ord June 17

TOBLOWSKY, ISRAEL PHILIP, Nottingham, Lace Merchant Nottingham Pet June 3 Ord June 18

TRUMAN, ROBERT HAROLD, Aldermanbury bldgs Mantle Maker High Court Pet June 11 Ord June 16

WALKER, ROBERT, Northwood, Draper Windsor Pet June 16 Ord June 16

WEAVER, WALTER Newtown Montgomery, Innkeeper Newtown Pet June 9 Ord June 16

WHITEOAK, WILLIAM SMITH, Bradf rd, Tea Canvasser Bradford Pet June 16 Ord June 16

WILLIAMSON, JAMES, Liverpool, Provision Merchant Liverpool Pet June 18 Ord June 18

WILSON, JOSEPH, Sale, Cheshire, Bricklayer Manchester Pet June 13 Ord June 16

WRIGHT, WILLIAM, Barnsley, Draper Barnsley Pet May 24 Ord June 16

Amended notice substituted for that published in the London Gazette of March 18:

HELBERT, FREDERIC DE COURCY, Piccadilly High Court Pet Jan 9 Ord March 11

Amended notice substituted for that published in the London Gazette of June 13:

BUNNEY, EZRA, Swansea, Fancy Dealer Swansea Pet June 9 Ord June 9

ADJUDICATIONS ANNULLED.

REID, VERNON BOTTERILL, Leeds, Postmaster Leeds Adjud June 9, 1900 Annul June 9, 1902

SYKES, HENRY, Leeds, Professor of Music Leeds Adjud Oct 19, 1898 Annul June 9, 1902